



CUYAHOGA COUNTY PUBLIC LIBRARY

Tuesday, January 22nd, 2019 / 6:00 p.m.

Administrative Offices / 2111 Snow Road, Parma

cuyahogalibrary.org

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING AGENDA
22 January 2019
ADMINISTRATIVE BUILDING AUDITORIUM
6:00 p.m.**

TOPIC	PAGE#	MOTION
1. Call to Order: Patricia Shlonsky, President		ROLL-CALL
2. Election of Officers: Presentation of Slate		ACTION
3. Resolution to Appoint Fiscal Officer & Deputy Fiscal Officer	1	ACTION
• Oath of Office – Fiscal Officer	2	
• Oath of Office – Deputy Fiscal Officer	3	
4. Approval of Minutes: December 18, 2018 Board Meeting	4-8	ACTION
5. Retiree Recognition	9-11	INFORMATION
6. Public Comment		INFORMATION
7. Report of the Board President		INFORMATION
8. Report of the Executive Director	12-25	INFORMATION
9. Report of the CCPL Foundation Board Liaison		INFORMATION
10. Human Resources Report	26-31	ACTION
11. Finance Committee Report:	32-33	
• Financial Statement Review – Fiscal 2018 – December	34-38	INFORMATION
• Investments: Fiscal 2018 – December	39	ROLL-CALL
• Purchase Approval List	40-41	ACTION
• Gift Report	42	ACTION
12. New Business		
• Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations	43	ROLL-CALL
• Resolution Authorizing the Library to Enter into an Agreement with HBM Architects for Design Services in connection with the new Construction of the Bay Village Branch Library located in the City of Bay Village	44-72	ACTION
• Cuyahoga County Public Library Credit Card Policy	73-77	ACTION
• Resolution to Close the Independence Branch to Accommodate a Special City Event on July 3, 2019	78	ACTION
• Executive Session		ROLL-CALL
• Certain Personnel Matters Pertaining to a Separation Agreement with an Employee		
13. Reconvene from Executive Session		ROLL-CALL
14. Adjourn		ACTION

Cuyahoga County Public Library – Resolution to Appoint Fiscal Officer and Deputy Fiscal Officer

WHEREAS, the Board of Trustees must appoint a Fiscal Officer for a one-year term under ORC Sec. 3375.32, and;

WHEREAS, it is now necessary to appoint the Fiscal Officer to serve for that one-year term which shall begin with the appointment at the Board Meeting of January 22, 2019, and;

WHEREAS, the Board of Trustees will also appoint a Deputy Fiscal Officer to serve for the same term.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of Cuyahoga County Public Library hereby appoints Scott A. Morgan as Fiscal Officer and Robert W. Dolan as Deputy Fiscal Officer for one-year terms beginning January 22, 2019.

Approved 22 January 2019

X _____
Patricia A. Shlonsky
President

X _____
Elizabeth Hjar
Secretary

Cuyahoga County Public Library – Oath of Office Fiscal Officer

I, Scott A. Morgan, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Ohio; that I will faithfully and impartially discharge my duties as Fiscal Officer of the Cuyahoga County Public Library, Cuyahoga County, Ohio to the best of my ability and in accordance with the laws now in effect and hereafter to be enacted during my term in office.

X

Scott A. Morgan

Date: January 22, 2019

Cuyahoga County Public Library – Oath of Office – Deputy Fiscal Officer

I, Robert W. Dolan, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Ohio; that I will faithfully and impartially discharge my duties as Deputy Fiscal Officer of the Cuyahoga County Public Library, Cuyahoga County, Ohio to the best of my ability and in accordance with the laws now in effect and hereafter to be enacted during my term in office.

X

Robert W. Dolan

Date: January 22, 2019

**CUYAHOGA COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES MEETING
MINUTES
18 December 2018**

The December 18, 2018 meeting of the Cuyahoga County Public Library Board of Trustees was held at the Cuyahoga County Public Library Administration Building Auditorium, 2111 Snow Road, Parma, Ohio. With a quorum of six (6) Board members present, President Shlonsky called the meeting to order at 6:00p.m.

Roll-Call: **Present:** Edward H. Blakemore; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Robert W. Varley – **6**.

Absent: Elizabeth M. Hjar – **1**.

Also present: Executive Director Sari Feldman; Deputy Director Tracy Strobel; Operations Director and Fiscal Officer Scott Morgan; Communications and External Relations Director Hallie Rich; Human Resources Director George Sample; Assistant Finance Director Robert Dolan; Facilities Director Jeff Mori; Assistant Marketing & Communications Director Rob Rua; Literacy and Learning Division Director Pam Jankowski; IT Director Jim Haprian; Technical Services Director Daniel Barden; Assistant Development Director Meghann Marnecheck; Union Representatives, and other interested observers.

- **Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations**

Director Morgan mentioned this resolution is first on the agenda as Trustee DePiero cannot stay for the entire Board of Trustees meeting and we need a super majority for this resolution to pass.

Director Morgan stated estimated resources in the general fund will exceed the estimate by approximately \$1.45 million. The additional dollars come from an increase over budget for both the Public Library Fund (PLF) and real estate taxes. The increase in the Capital Fund is for a transfer, pledge payments and the second distribution from the McGowan estate. The increase in the Trust Funds is for transfer of funds to the Capital Fund. The small increase in the Endowment Funds is for additional interest on investments and the Agency Fund increase is for additional dollars that employees put into their flexible spending accounts.

Director Morgan stated on the appropriations side in the general fund we need to appropriate the additional \$1.45 million. In the Note Retirement Fund, we are \$0.32 short and in the Trust Funds we need to appropriate additional funds to transfer those funds to the Capital Fund. We are requesting amendment to both the estimated resources and appropriations.

01-12/2018

Trustee Varley moved approval, seconded by Trustee DePiero. Seeing no additional discussion, the Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations was approved by unanimous vote of the Board members present. (**See page 288**)

Roll-Call: **Yea:** Edward H. Blakemore; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Robert W. Varley; – **6**.

Nea: – **0**.

President Shlonsky appointed Trustee Varley as acting Secretary for this meeting, in Trustee Hjar's absence.

Approval of Minutes:

President Shlonsky asked for a motion to approve the minutes of the November 27, 2018 Board meeting that were sent to the Board members in advance of this meeting.

02-12/2018

Trustee DePiero moved to approve the minutes, seconded by Trustee Blakemore. Seeing no corrections, omissions or additions, the minutes of the November 27, 2018 Board Meeting were approved by unanimous vote of the Board members present.

Trustee DePiero left the Board of Trustee's meeting at 6:08 P.M.

Retiree Recognition:

President Shlonsky recognized and thanked Maureen Schulte for her 30 years of service to Cuyahoga County Public Library (CCPL) and wished her the best on her retirement. Maureen Schulte was not present at the meeting. [\(See page 289\)](#)

Public Comment:

There was no public comment.

Report of the Board President:

President Shlonsky stated that Trustee Varley has chaired the Nominating Committee and the following have accepted nominations to board leadership positions for the upcoming fiscal year: Trustee Shlonsky to fill the role of President, Trustee Leonard to fill the role of Vice President, Trustee Hjar to fill the role of Secretary. The official vote will be at the January 2019 meeting.

President Shlonsky wished everyone a happy holiday season and a happy and safe new year.

Report of the Executive Director:

Executive Director Feldman mentioned that we received a resolution from the House of Representatives, particularly from Nickie Antonio, Ryan Smith and Nicolas Celebrezze, congratulating us on being named once again a "five star" system by *Library Journal*.

Executive Director Feldman wished everyone a happy holiday season, a safe new year and good health in 2019.

Director Rich commented as we close out 2018, we wanted to take the opportunity to get a recap on the work, we did this year on the investment the organization made in the awareness campaign. She introduced Roger Frank and Ellen Russell of Little Jacket. They will share a quick recap of metrics and a summary looking ahead to 2019 with the "Find Yourself" theme.

Director Rich stated our overall objective was to elevate awareness broadly and to remind non-customers the library is out there and making them aware of our programs and services that they may not know we are offering. In looking at this metric it was an effective and productive campaign that helped to increase our media messaging platform at an affordable rate. We now have a campaign created beyond this year that we will carry into 2019. We are happy with the results we accomplished with Little Jacket.

Trustee Spangler commented, we talked about a significant spend with WKYC. How does that help with this campaign?

Director Rich stated looking at our partnership with WKYC into 2019 we can blend into the messaging from our "Find Yourself" theme. It will give us a platform through a monthly segment to connect with people and tell the story about our innovation centers and programs. Looking ahead in 2019 our goal is specifically driving visits into our branches.

Human Resources Report:

Director Sample referred the Board to the HR report provided.

03-12/2018

Trustee Blakemore moved approval, seconded by Trustee Varley. Seeing no discussion, the Human Resources Report dated December 18, 2018, was approved as presented by unanimous vote of the Board members present. **(See pages 290-295)**

Finance Committee Report:

Finance Committee Chair Leonard reminded us the Finance Committee met prior to the Board meeting, and Director Morgan gave an in-depth review of the financials.

Director Morgan gave highlights from the Finance report. He stated in general property taxes through advances we have exceeded our budget. This put us over budget for the year. He stated those dollars will be carried over into next year towards several expensive capital projects.

Director Morgan stated in the Public Library Fund (PLF) exceeded what we received last year. He stated if this trend continues, we should see a slight increase from what we have budgeted.

Director Morgan stated fines and fees are back up. He stated the largest increase continues to be in the area of passports due to the \$10.00 increase in passport processing fees. He stated we are processing more passports than in the years past.

Director Morgan mentioned the percentage increase for interest is large even though the amount of revenue is small. The budget was based on what was received last year with a slight increase, rates have performed better than expected.

All other revenue accounts are where we would expect them to be for the month of November.

Director Morgan stated in general expenditures, salaries and benefits are where we expect them to be at this time of year and we will be able to finish the year well within budget.

Director Morgan stated all other expense accounts are within budget.

Director Morgan stated there are some negative balances in the 3000 accounts in the general fund, and the Note Retirement fund and the Trust fund. Those amounts will be covered by an increase in estimated resources and appropriations, as well as closing standing orders for year end. Those accounts will have positive balances when we prepare the December report.

Director Morgan stated all other expense accounts for both the general fund and all other funds are within budget for this time of year.

(See under FINANCE)

Investments – November

Director Morgan stated there were no new investment purchases for the month. We do continue to see a steady increase in rates and as those investments mature, we will be able to see an increase in the yield on those purchases. There were no transfers for the month.

04-12/2018

Trustee Blakemore moved approval, seconded by Trustee Spangler. Seeing no additional discussion, the Investment Report Fiscal 2018 – November listing all Money Market Funds, Star Ohio Accounts, U.S. Treasury Investments, Certificates of Deposit and Agency Securities was approved as presented by roll-call vote. **(See Under FINANCE)**

Roll-Call:

Yea: Edward H. Blakemore; William J. Leonard; Patricia A. Shlonsky; Maria L. Spangler; Robert W. Varley;

- 5.

Nea: - 0.

Purchase Approval List

Director Morgan stated the Purchase Approval List (PAL) was reviewed in depth at the Finance Committee meeting prior to the Board meeting.

05-12/2018

Trustee Blakemore moved approval of Purchase Approval List, seconded by Trustee Varley. Seeing no additional discussion, the Purchase Approval List dated December 18, 2018, was approved as presented by unanimous vote of the Board members present. **(See pages 296-297)**

Gift Report

Director Morgan stated the report includes Friends groups gifts for branch programming. We received several special revenue grants from Foundations and some additional money from the Burton D. Morgan Foundation as well as a capital pledge payment from The Joyce M. Stielau and Herbert W. Stielau Foundation.

06-12/2018

Trustee Blakemore moved approval, seconded by Trustee Leonard. The gift report was approved by unanimous vote of the Board members present. **(See page 298)**

- **Resolution Authorizing the Library to Enter Into an Agreement with Northeastern Refrigeration for the ADM Graphics HVAC Improvements Project**

Director Morgan stated the ADM graphics HVAC improvements was not included in the larger project last year and it needs replacement. The bids were opened for this project and our two lowest bidders were tied for the exact same amount. We resolved the tie by having both bidders come to CCPL, and we flipped a coin which we videotaped should there be future questions. The winner of the flip was Northeastern Refrigeration.

07-12/2018

Trustee Spangler moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the Resolution Authorizing the Library to Enter Into an Agreement with Northeastern Refrigeration for the ADM Graphics HVAC Improvements Project was approved by unanimous vote of the Board members present. **(See pages 299-303)**

- **Amendment No. 2 Resolution Authorizing the Library to Accept Guaranteed Maximum Pricing Relating to the New Construction of The Middleburg Heights Branch Library Located in The City of Middleburg Heights**

Director Morgan stated we were in the process of signing the final amount of the Guaranteed Maximum Pricing (GMP) for Middleburg Heights and RFC Contracting, Inc., came back to us and asked for an additional \$200,000.00 for this project. We only brought \$100,000.00 to the Board as we thought through some reimbursements, we may receive some of the money back. We did not receive rebates back and we are requesting an additional \$100,000.00 to add to the GMP to make the final pay application for the project. We are still well under budget of the \$7.5 million we set aside for the project. We will be \$97,000.00 under budget with the additional \$100,000.00 expenditure.

08-12/2018

Trustee Blakemore moved approval, seconded by Trustee Spangler. Seeing no additional discussion, the Amendment No. 2 Resolution Authorizing the Library to Accept Guaranteed Maximum Pricing Relating to the New Construction of The Middleburg Heights Branch Library Located in The City of Middleburg Heights was approved by unanimous vote of the Board members present.

(See pages 304-305)

Motion to Adjourn

Seeing no other business under consideration for vote, President Shlonsky asked for a motion to adjourn the meeting.

09-12/2018

Upon motion of Trustee Leonard, seconded by Trustee Blakemore the December 18, 2018 meeting of the Cuyahoga County Public Library adjourned at 6:36p.m.

Approved 22 January 2019

X_____

Patricia A. Shlonsky
President

X_____

Elizabeth M. Hjar
Secretary

Resolution of Appreciation for Nancy Buettner

WHEREAS, Nancy Buettner has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on October 19, 1988, as a Branch Regional Clerk at Richmond Mini Branch; on January 23, 2002, she was transferred to the Mayfield Branch as a Branch Regional Clerk; on June 19, 2003, she was reassigned to the Chagrin Falls Branch as a Branch Regional Clerk; her job title was later changed to Branch Services Clerk, a position she held until her retirement on January 31, 2019; and,

WHEREAS, she always provided exemplary customer service with her calm and pleasant demeanor. She made sure that customers had the information they needed and was always kind and approachable. She was patient, easygoing and understanding with all; and,

WHEREAS, she was always willing to help in any way and stepped in where needed. She consistently did her fair share of work and was always very dependable. She displayed good judgment and a strong work ethic. She was sensible and not easily riled by unexpected problems or changes; and,

WHEREAS, she was always friendly and got along with everyone. She had a positive attitude, easily adapted to new procedures and took pride in her work. She was also an excellent cook, winning the 2014 CCPL system-wide chili competition for United Way!

NOW, THEREFORE, BE IT RESOLVED that the Board of Library Trustees records its appreciation to Nancy Buettner for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy and rewarding life.

Patricia A. Shlonsky, President
Board of Trustees
Cuyahoga County Public Library
Date: January 22, 2019

Resolution of Appreciation for Paula Seals

WHEREAS, Paula Seals has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on December 2, 1996, as a Materials Selection Lead Clerk at Administration; her job title was later changed to Collection Development Assistant; on August 31, 2015, she became an Adult Programming Assistant, a position she held until her retirement on January 4, 2019; and,

WHEREAS, she possessed a rare intellect and natural curiosity. She was articulate with an innate energy and a quiet reserve that spoke to her desire for understanding. She genuinely cared about others and was an excellent listener. As such, she excelled in a collaborative environment; and,

WHEREAS, she did not hesitate to take initiative. She kept informed of new books and technology. She was a thoughtful and original thinker, passionate about her work and her dedication to sharing her learning; and,

WHEREAS, she always displayed an affable demeanor and was a valuable asset to the library profession because of her enthusiasm, intellectual curiosity, consistent work ethic and generous spirit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Library Trustees records its appreciation to Paula Seals for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy and rewarding life.

Patricia A. Shlonsky, President
Board of Trustees
Cuyahoga County Public Library
Date: January 22, 2019

Resolution of Appreciation for Nancy Wolfinger

WHEREAS, Nancy Wolfinger has served with great loyalty as an employee of Cuyahoga County Public Library since her hire on December 14, 1992, as a Public Service Assistant I at the Parma-Snow Branch; on September 30, 1993, she was promoted to a Public Service Assistant II at the Parma-Snow Branch; on October 2, 1995 she was promoted to a Public Service Librarian I at the Parma-Snow Branch, a position she held until her retirement on January 31, 2019; and,

WHEREAS, she excelled at program promotion. Her teen programs were always full, and she was known for being able to help fill programs on any given day with her upbeat demeanor and tenacity; and,

WHEREAS, she exhibited a friendly personality and developed a strong rapport with many families and customers she served. Many patrons would seek her out on repeat library visits due to her thorough customer service; and,

WHEREAS, she was a staunch advocate for teens, shared skills serving on various library committees, used good sense when acting as Person in Charge at the branch and dedicated 25 years to working at CCPL.

NOW, THEREFORE, BE IT RESOLVED that the Board of Library Trustees records its appreciation to Nancy Wolfinger for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy and rewarding life.

Patricia A. Shlonsky, President
Board of Trustees
Cuyahoga County Public Library
Date: January 22, 2019



EXECUTIVE DIRECTOR'S MESSAGE

Resolving to Read

Successful New Year's resolutions are the ones that become habits. This January, Cuyahoga County Public Library (CCPL) is encouraging county residents to make reading more books their resolution. Much like eating healthier foods or getting more exercise, there are many benefits to frequent reading. In fact, studies have shown that frequent readers are more likely to be successful academically and professionally and more involved in their communities. They're even more likely to be physically healthy.

We are inviting county residents to start a new reading habit by joining our book club collaboration with WKYC-TV's "Live on Lakeside." Each month our staff will visit "Live on Lakeside" to discuss a new title, take questions, chat about our takeaways from the books and (sometimes) even hear from the authors themselves. In keeping with January's New Year's resolution theme, our first book club title is the wildly popular self-help book *You Are a Badass: How to Stop Doubting Your Greatness and Start Living an Awesome Life* by Jen Sincero. Jen recently entertained hundreds of fans in our Parma-Snow Branch auditorium with her personal journey to awesomeness and shared inspiring advice for finding happiness through self-affirmation. We look forward to discussing her book with WKYC's viewers.

Speaking of great author events ... our Beyond the Book Jacket speakers series is loaded with great events into the spring. In the first quarter alone we will welcome acclaimed poet Claudia Rankine, former Starbucks CEO Howard Schultz, rising political star Pete Buttigieg, "The Happiness Project" creator Gretchen Rubin, Dr. Michael Roizen, award-winning novelist Harlan Coben, best-selling authors Ian Rankin, Lisa Gardner and more. Whether you are an avid reader or just trying to build some reading momentum, we have plenty of great events to energize and inspire you.

Sticking to a New Year's resolution can be tough, but we're here for you. Just know that anytime you need a reading recommendation or someone to talk books with or a place to connect with fellow readers (and your favorite authors), we have you covered. Together we will make 2019 a year of reading.

Regards,

Sari Feldman

Executive Director

MAKING A DIFFERENCE

BSA II Mary Lou Spear Camloh noticed a 2-year-old boy crying and giving his grandmother a hard time. She quietly walked over and began talking to the child. As he was eating snacks, Mary Lou identified all the orange items on the table – cheese puffs, an orange peel and an orange cap from a drink bottle. The child then pointed to an orange gummy bear and Mary Lou responded by saying how smart he was. She then asked him if he knew various body parts. After he correctly identified them, Mary Lou played “Head, Shoulders, Knees, and Toes” with him, which he followed very well. After their exchange, the young child played quietly. Mary Lou inquired about the names of his twin brother and younger sister and invited them to “Baby and Toddler Storytime.”

Branch: Brook Park

Submitted by: Rhonda Kiefer

Angeline James from BPK called OLF looking for a cookbook for a patron called *Thug Kitchen 101*. The patron needed one recipe, collard greens, from the book for a dinner party she was having in the evening. Jodi Carlson from OLF located the book on the shelf, scanned the recipe to email and sent it to Angeline. Angeline printed the recipe for the customer, who was very happy that she did not need to drive to another branch.

Branch: Olmsted Falls

Submitted by: Jodi Carlson

An older gentleman entered the branch asking for directions downtown. He wanted to pick up an FMLA packet. He needed the exact location to acquire the package because he was going to file soon and lost his last packet. I searched “FMLA packet” and showed the customer what I found. To the gentleman’s delight, it was what he needed. The customer was very appreciative, shook my hand and asked for my name.

Branch: Warrensville Heights

Submitted by: Kevin Ray

Since September, a very shy child and his nanny have been attending my “Baby and Me Storytime.” They started coming in September. At first the child would just sit on his nanny’s lap and wouldn’t even reach for a board book when I handed them out. Slowly he started to participate. I was thrilled when he also attended a Kindermusik class. He participated in the exercises and dances and loved when they handed out jingle bells. He clearly recognizes me and smiles when he sees me. I talked to the nanny afterwards and she said coming to “Baby and Me Storytime” has helped him with socialization skills. It is thrilling to see the effects that storytime can have on children.

Branch: Mayfield

Submitted by: Deborah Todd

Avril McNally hosted a book discussion with a twist at the Fairview Park Senior Center. The group of eight seniors and Avril discussed Betsy Lerner’s *The Bridge Ladies*. Instead of the usual discussion, Avril selected Yiddish and Hebrew terms from the book and copied the terms (along with their definitions) onto notecards. Each participant had three cards to read and use as a connector to the memoir. This led to a lively discussion in which every member actively participated in learning more about Jewish culture and how it related to their own lives as well as the lives of the women in the book.

Branch: Fairview Park

Submitted by: Avril McNally

I received a letter from Janet Ingraham Dwyer, on behalf of Ohio Ready to Read, thankful for our support of Sarah Polace's participation as an Ohio Digital Media Literacy Workshop trainer in 2018. As a facilitator for this project, Sarah shared her expertise and trained more than 75 youth library professionals from five library systems. There were various learning outcomes for participants that will enable them to effectively and confidently give parents critical guidance when navigating digital media with their young children.

Branch: Bay Village

Submitted by: Jessica Breslin

Sarah Slivka observed a customer who appeared in distress. The customer was upset, on her phone and mentioned "not having anywhere to go." Sarah sat down with the customer and shared the resources Bellefaire JCB and 211. The customer shared her situation. She is from another state, was unable to get home and had phone issues. Sarah found her a spare phone charger that Ben Cox brought in for customer use and made a landline available to her. The customer called 211 and began working on a strategy to get home. Through Sarah's observation plus calm and thoughtful response, a customer found assistance in a desperate time. Sarah was excellent in a delicate customer transaction.

Branch: Brook Park

Submitted by: Angeline James

The Parma Heights Branch staff received a lovely surprise from Aspire Greater Cleveland teacher Elba Serra and her ESOL class. Elba came out of the meeting room and asked staff members Amy Bartko and Nadeem Khalid if they could help her. The two followed Elba to the meeting room, thinking that she may need help moving equipment or something of that nature. Inside the room, all of the ESOL students were waiting for Amy and Nadeem to thank them for their support. Each one of the students came forward and handed Amy and Nadeem holiday cards with thank you notes inside. They also gave them a bag of sugar cookies and cupcakes.

Branch: Parma Heights

Submitted by: Nick Cronin

SOCIAL MEDIA ENGAGEMENT

Facebook Fans: 28,781

Twitter Followers: 9,688

Instagram Followers: 2,553

BTW, we are so LUCKY to live in a region with so many amazing public libraries! @CuyahogaLib @Cleveland_PL @WestlakePorter
@MrMcGuinnessIHS, December 2, 2018

Replying to @MrMcGuinnessIHS @CuyahogaLib and 2 others
Couldn't agree more! The library is our happy place. When we're not painting kindness rocks & placing around town, we're nose-deep in a good book borrowed from the library.
@GoRockFun, December 3, 2018

NYC publisher meetings at Hachette Book Group (@HachetteUS) & Penguin Random House (@penguinrandom) by @ALALibrary Prez @loidagarciafebo, Past-prez/Exec Dir @CuyahogaLib) @sari_feldman, and yours truly. Good forward-looking discussions. More meetings to come!
@AlanSInouye, December 4, 2018

@CuyahogaLib Brooklyn Branch, talking about all the changes at CJFS and how to help non-citizen or non-english speaking clients navigate the new system. #TogetherWeThrive @CuyahogaDCFS @CuyahogaCounty
@cjfsoutreach, December 4, 2018

In less than two months, Cleveland residents have checked-out 900 WiFi Hotspots @Cleveland_PL + @CuyahogaLib and have acquired 300 low-cost, high quality computers @PCsforPeople. This is how Cleveland addresses digital inequity. @CleveFoundation
@JoshEdmonds216, December 5, 2018

I had a wonderful time introducing best-selling mystery author Louise Penny last night for @CuyahogaLib! What an enchanting woman she is and so beloved by her fans. It was such an honor to spend time with her.
@ZenLibrarian, December 5, 2018

Do you live in or near #Cleveland? Join me for #OuterOrderInnerCalm Book Tour event on March 7. @CuyahogaLib @MacBacks Tickets required.
@gretchenrubin (Gretchen Rubin), December 5, 2018

This is how a city fights the digital divide. Making computers and WiFi accessible. Shout out to @CleveFoundation @Googleorg and @CuyahogaLib for partnering on this work.
@LindaKekelis, December 7, 2018

And we hit the trifecta! All 3 #innovationcenters @CuyahogaLib in less than a year! And projects completed in all 3! @ConstellationOH #MakerEd #makermindset
@feldmantech, December 8, 2018

The best options to contact us/apply for benefits are at: <http://benefits.ohio.gov> 844-640-6446 or at our partners @CuyahogaLib @Cleveland_PL or the Neighborhood Family Services Centers.
@cifsoutreach, December 11, 2018

Guess what's coming to our Debra Ann November Early Learning Center at the @CuyahogaLib Maple Heights branch? A brand new playground! Thanks, Meyer Design, for braving the cold to bring the fun! #SoExcited
@TheCentersOhio, December 12, 2018

I very much enjoyed spending an hour this morning at the South Euclid-Lyndhurst branch of the @CuyahogaLib reading poems for their Writers Reading podcast. Thank you, @JustLaurieK!
@jesuscrisis (John Burroughs), December 21, 2018

SCORE! Downloaded my first e-book from @CuyahogaLib! Gotta remember to send my mom a text to expect a new library card in the mail for me.
@chinotenshi, December 24, 2018

Today on @LIVEONLakeside from 11 a.m. to 12:30 p.m., among the guests are Matt Fish of @MeltBarGrilled, Ansir Junaid of @primewoodcraft, Chef Paul Ondo of @GiantEagle, Noelle Akin from @Petittis Garden Center, Marisa from @TheRawTrainer and Hallie @CuyahogaLib !
@wkyc
@KimWendel, December 27, 2018

ICYMI @LIVEONLakeside Know that @wkyc and the Cuyahoga County Public Library are partnering in 2019 on a new Book Club! Hallie Rich, Communications & External Relations Director for @CuyahogaLib , explains. WATCH> <https://on.wkyc.com/2VfgMNp>
@margbern
@KimWendel, December 28, 2018

Thanks to @CuyahogaLib for the support! Honored to see AFTER ANNA on this great list of the 10 Most-Borrowed Books at the Cuyahoga County Public Library System of 2018
@LisaScottline, December 28, 2018

I had a great year of reading and surpassed my @goodreads challenge of 70 books by reading 88 books. Nearly every book I read was borrowed as an ebook from the fabulous @CuyahogaLib.
@annsteinerphoto, December 31, 2018

SYSTEM HIGHLIGHTS

On Saturday, December 8th, the Parma-Snow Branch celebrated the fifth anniversary of the building's renovation and expansion with a variety of programs and light refreshments. The Bubble Lady entertained a group of 75, magician Rick Smith Jr. astounded his audience of 85, a group of six adults tested their knowledge of Cleveland in a "They Came From Cleveland" trivia program and 36 people stayed for the sensory-friendly afternoon showing of the movie *Happy Feet*. An estimated 150 slices of cake were enjoyed, along with pop, lemonade and pretzels. Many children participated in making crafts and face painting.

Teachers from the North Olmsted City School District provided positive feedback on their students' progress since they enrolled in this season's CCPL "1-2-3 READ" program at the North Olmsted Branch. Parents said the children loved the program, have improved their reading scores significantly and have increased their confidence. The proof is in the numbers. Thirty words per minute (WPM) is the benchmark and several 1-2-3 READ students achieved scores in the 70s and as high as 91 WPM.

Brooklyn Branch's Mike Pawuk led a successful teen program on the history and art of 2-D animation using Krita software. Ten budding animators created digital art and animated scenes that showed off immense creativity.

The Brook Park Branch presented its annual winter talks to 143 third and fourth graders at Brookview Elementary School. Each staff member shared three books, which generated a buzz of excitement with the kids. After their presentations, they gave every student a candy cane and a scratch-and-sniff bookmark. The teachers received copies of the bibliography. The school librarians then hosted a luncheon for the Brook Park Branch staff.

Parma Heights Adult BSL II Rosa Minniti presented 30 minutes of holiday-themed stories, poems, songs and other multisensory activities for 22 adults at Medicore Transport and Achievement Center, which is a day program for adults with developmental disabilities. Rosa incorporated bells, drums and a large stretchy movement band with the stories and poems.

Fairview Park Branch Manager Jesse Sanders helped a customer with a phone reference question. The customer wanted a listing of companies that had gone bankrupt in the last 10 years and was looking for a specific company. When the customer came to the branch to pick up the packet Jesse had prepared for him, he also gave an impromptu card magic show. As it turns out, the customer has been a practicing illusionist for several decades and wanted to show how appreciative he was.

The first series of "Ready Set Create! Building Challenges for Kids" wrapped up at the Parma Branch December 1st. The four hands-on workshops were attended by 67 kids, who, with the civil engineer presenters, explored building and design principles, water cleanup and electricity.

SYSTEM HIGHLIGHTS

Continued

Thirty-five customers visited the North Olmsted Branch on December 1st for the Great Books for Kids Holiday Pop-Up Shop. The event included a readers' advisory team, toys from the Toy Collection and bookmark card-making stations. More than \$450 worth of books and other merchandise were sold. Special thanks go to Branch Manager Andrew Harant (NOL/OLF), Lisa Woodruff and Kathy Rak (NOL), Mary Schreiber (CDD), Rob Rua and Courtney Conway (CER), Peg Tomek (BAY) and Sarah Carpenter (BCH) for making this pop-up shop successful.

Amanda Piccirillo, BSA I at the Southeast Branch, represented CCPL at the annual Christmas in Bedford Falls event. More than 203 residents of varying ages dropped by the Treehouse in downtown Bedford and enjoyed a variety of stories read by Amanda throughout the afternoon. Attendees were also treated to candy canes. Darlene Davis, BSL II at the Southeast Branch, welcomed 72 children to join her in coloring trains, which were then placed on the railroad tracks circling the walls of the room. They also enjoy putting together tracks and scenery with train sets on loan from teen librarian Sarah Gnoddie.

Fifty-four customers of all ages participated in the first-ever winter holiday card green screen program at the South Euclid-Lyndhurst Branch. Families, Friends of the Library members and individuals had their pictures taken in front of the green screen to make festive holiday photos.

A customer was doing some work in the Maple Heights Branch when she stopped to tell PSL II Regina Stopper how grateful she was for the help she received from the Cuyahoga Works: Job and Career Services staff more than six years ago. The customer said the talent assessment a counselor administered to her pointed her toward a career path that she would never have considered otherwise. She ended up doing so well in this field that she began her own company, which is flourishing to this day. Then she proudly showed Regina photos of her new Harley Low Rider, which she could not have previously afforded.

On December 27th, the Friends of the Warrensville Heights Library and Phi Delta Kappa Sorority hosted "Kwanzaa," celebrating the day of Kujichagulia, which means "self-determination." More than 90 customers from all over joined the celebration. The program consisted of singing, storytelling, dancing and a wonderful feast. Branch Manager Ali Boyd, the speaker for the evening, discussed the meaning of Kwanzaa with the guests.

A group of seventh and eighth grade students from South Suburban Montessori School visited the Brecksville Branch to work on research for their Ohio History Day projects. Teen librarian Maryanne Haller gave the group a tour of the branch and shared a *PowerPoint* presentation on CCPL's database resources and how to find and evaluate relevant and credible sources. The students' research topics varied from Jerry Siegel and Joe Shuster (the creators of Superman), to Balto and the 1925 serum run to Nome, to Elliot Ness and the torso murders.

SYSTEM HIGHLIGHTS

Continued

Independence Branch staff visited the Independence Primary School to present three adapted storytimes to three preschool classes. The staff read two stories about sweet treats to the students using double visuals. The parent of one of the students told the staff that his daughter always asks to go to the library after adapted storytimes to check out the books the librarian read that day.

Twenty customers enjoyed the Mayfield Branch's bird feeder maker program. Participants selected a bird feeder to decorate with small laser cut wooden shapes, painted their feeders and used laminated recycled book covers to make rooves. Families learned how to use the laser engraver to create tiny cutouts and engrave custom names and phrases into their bird feeders.

**CUYAHOGA COUNTY PUBLIC LIBRARY
REPORT OF THE EXECUTIVE DIRECTOR
JANUARY 22, 2019**

ACTIVITIES OF THE EXECUTIVE DIRECTOR

December 19

- Met with Former Representative Martin Sweeney and Representative Bride Rose Sweeney
- Met with David Merriman, Administrator of Cuyahoga Job and Family Services (JFS), Kevin Gowan, Director, JFS, Grace Kilbane, Executive Director, Ohio Means Jobs (OMJ|CC), Ben Jones, Director, Financial Stability Community Impact, United Way, Andrew Katusin, Director, Basic Needs, United Way, Kacie Armstrong, Director, Euclid Public Library (EPL), Ashley Gowens, Marketing & Communications Manager, EPL, Felton Thomas, Director, Cleveland Public Library (CPL), Tana Peckham, Chief Marketing & Communications Officer, CPL, with Tracy Strobel, CCPL Deputy Director and Hallie Rich, CCPL Communications & External Relations Director

December 20

- Met with Janet Auwerter, CCPL Foundation Board Member and Sandra Earl, Community Leader
- Met with Lois Goodman, Library Supporter

December 21

- Met with Cuyahoga County Executive Armond Budish, Earl Leiken, Cuyahoga County Chief of Staff and David Merriman, Administrator of Cuyahoga Job and Family Services

December 26

- Met with Galen Schuerlein, Director, Roetzel Consulting Solutions, with Hallie Rich, CCPL Communications & External Relations Director

December 27 – January 4

- Vacation

January 7

- Met with Bishara Addison, Senior Manager, Policy & Strategic Initiatives, Towards Employment
- Met with Ray Leach, CEO, JumpStart, Inc, CCPL Garfield Heights Branch

January 8

- Met with Lance Frew, DigitalC Board Chair

January 22

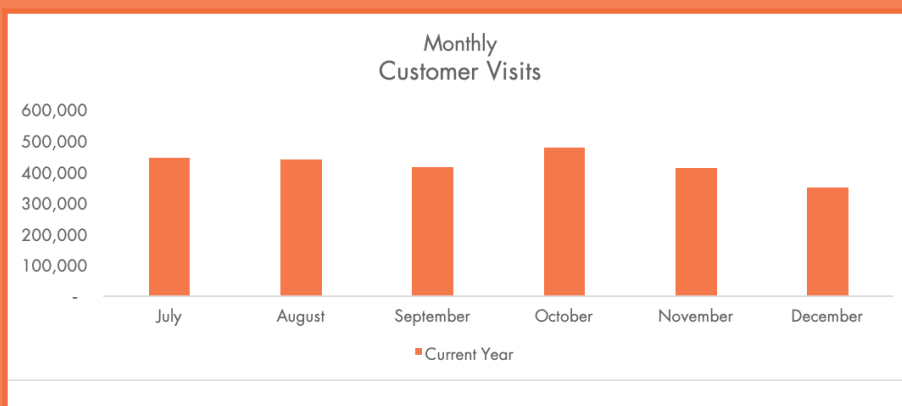
- Met with Jill Paulsen, Interim CEO & Executive Director, Cuyahoga Arts & Culture
- Met with Kathleen Hallissey, Program Director, The Cleveland Foundation, Mark Swary, Trustee, Helen C. Cole Fund, with other Community Leaders and Pamela Jankowski, CCPL Literacy and Learning Division Director to discuss the Helen C. Cole Fund pilot follow up
- Facilitated Finance Committee Meeting
- Facilitated Capital Committee Meeting
- Facilitated Board of Trustees Meeting

Sari Feldman

Executive Director

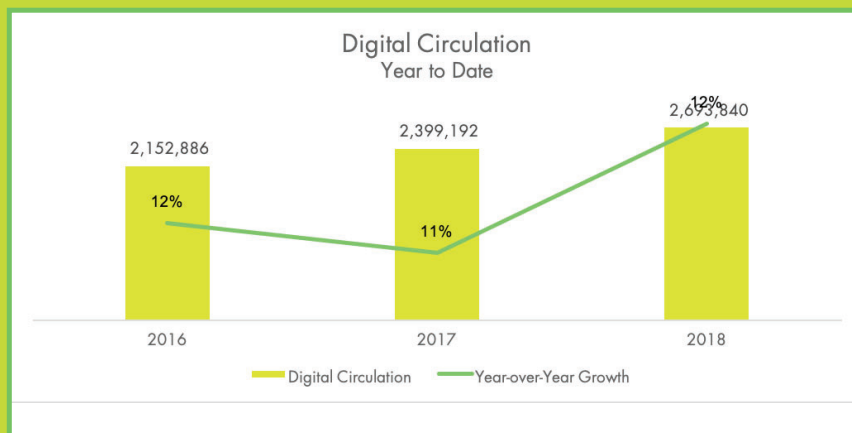
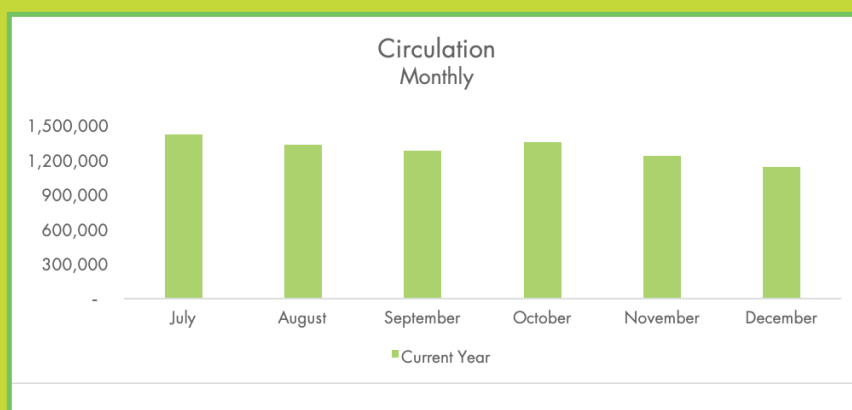
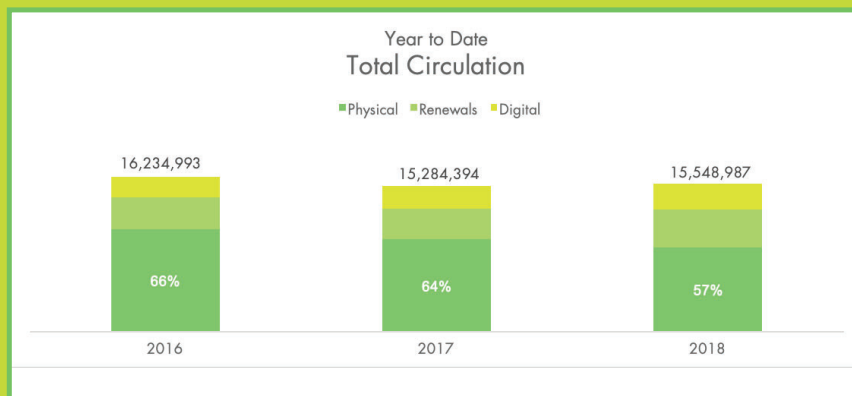
VISITS

DECEMBER 2018



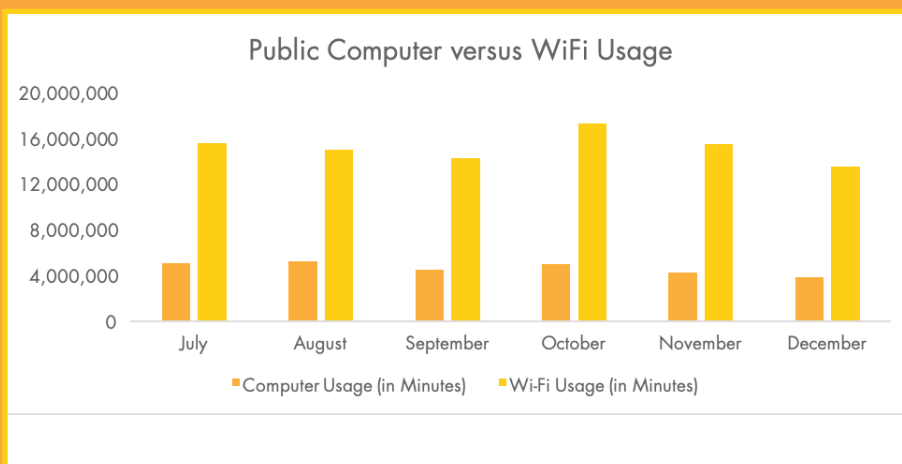
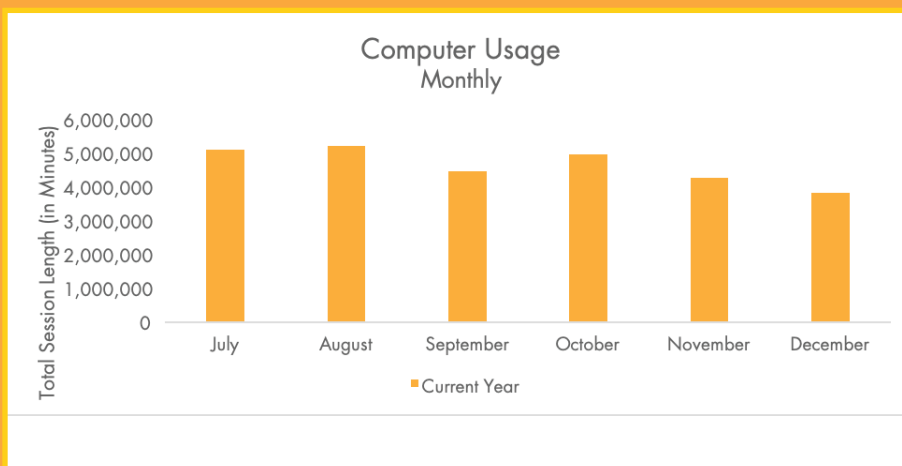
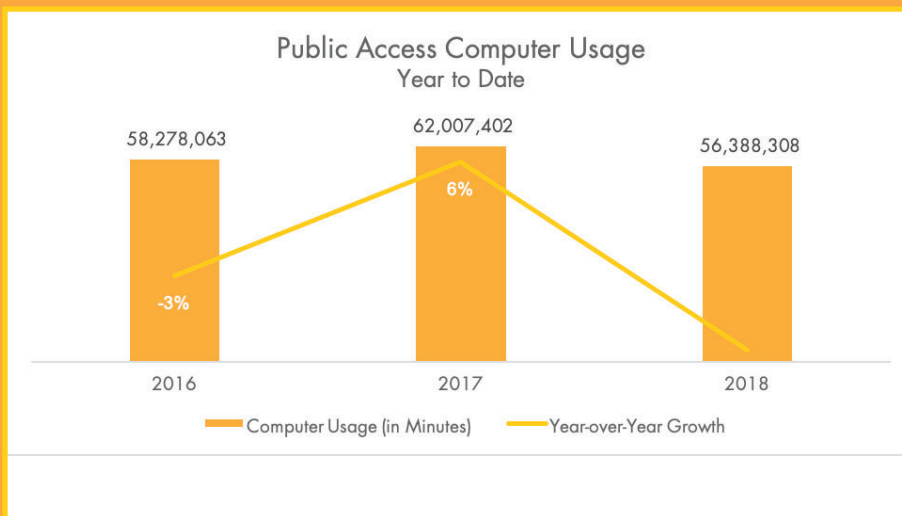
CIRCULATION

DECEMBER 2018



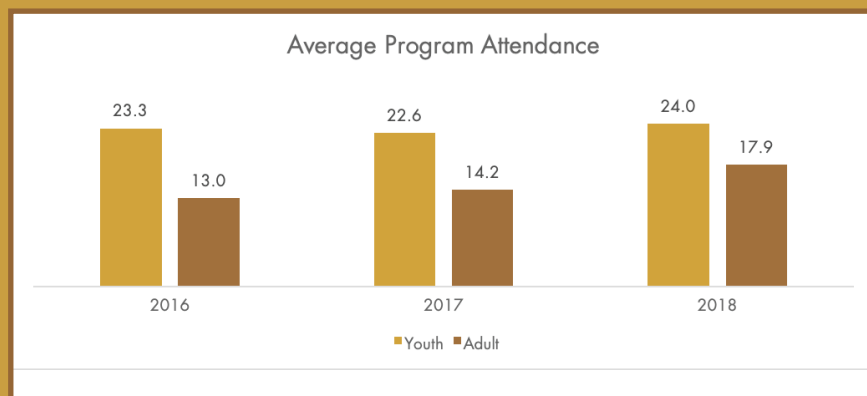
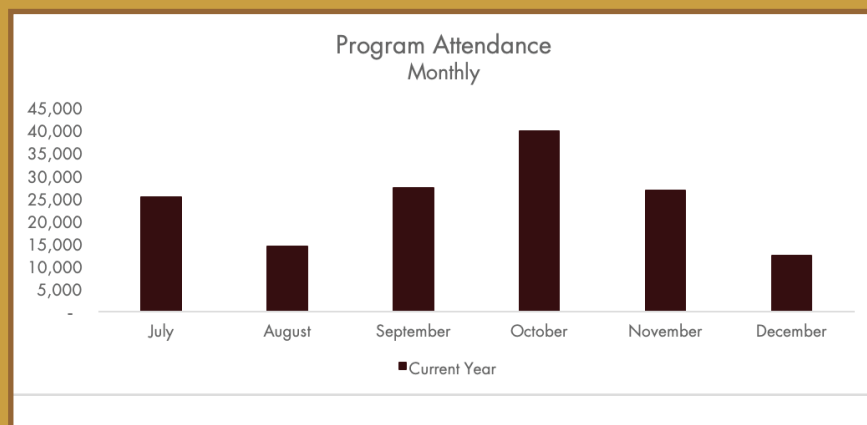
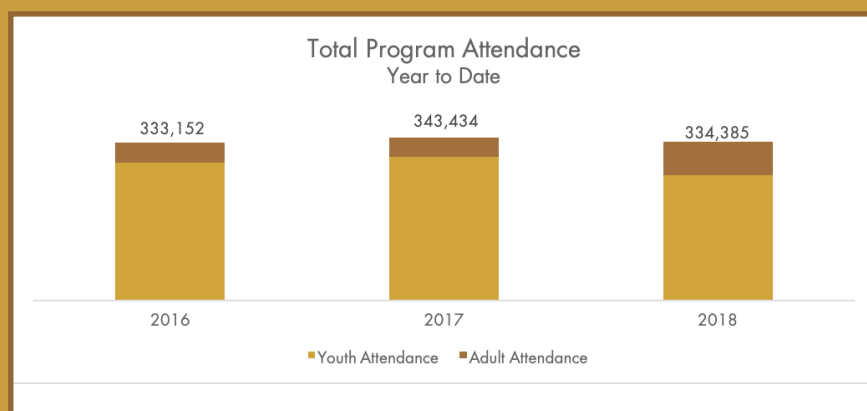
COMPUTER USE

DECEMBER 2018



PROGRAMS

DECEMBER 2018



HUMAN RESOURCES DIVISION REPORT LIST NO. 2018-09

January 22, 2019

APPOINTMENTS									
NAME/POSTION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE
Baer, Karen/Page	OEP	\$8.55	15	BRV113	Megan Balis	\$8.55	Resigned	15	02.11.2019
Banez, Mariella/Page	OEP	\$8.55	15	BEA113	-----	-----	-----	-----	01.14.2019
Cifani, Ashley/College Mentor/Tutor	OSC	\$12.00	8	PAR113	Gabriel Dalpiaz	\$12.00	Resigned	12	01.14.2019
Feikert, Tina/Page	OEP	\$8.55	15	ORG113	Michael Hroneck	\$8.55	Sub Status	15	01.07.2019
Haas, Stephen/Branch Services Librarian Supervisor	U13	\$29.42	40	MDH111	Maureen Schulte	\$35.28	Retired	40	01.14.2019
Held, Lisa/Adult Education Services Instructor I	U11	\$22.00	20	508111	-----	-----	-----	-----	01.14.2019
Hemingway, Diamond/Adult Education Services Instructor II- Corrections	U12	\$22.05	20	508111	Wendall Garth	\$24.00	Sub Status	1	01.14.2019
Johnson, Jennifer/Branch Services Assistant I	U10	\$18.14	16	SLN111	Sara Dyer	\$24.76	Retired	24	01.14.2019
Kilbane, Kelley/Page	OEP	\$8.55	15	BRV113	Andrew Clark	\$8.55	Resigned	15	2.11.2019
Marshall, Threse/Page	OEP	\$8.55	15	SEU113	Pallenik, Matthew	\$8.55	Resigned	15	01.13.2019
Pruitt, Charity/Adult Education Services Basic Literacy Specialist	U14	\$29.87	40	515112	Barbara Watson	\$28.04	Resigned	40	01.14.2019
Star Sandra/Page	OEP	\$8.55	15	MHR113	Fred Fratus	\$8.55	Resigned	15	01.14.2019

HUMAN RESOURCES DIVISION REPORT LIST NO. 2018-09

January 22, 2019

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	CHANGES IN HOURS/SALARY/TRANSFERS												
2	CHANGES IN HOURS/SALARY/TRANSFERS	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
3	Busch, Pauline/Branch Services Clerk	STH113	STH111	OSP	U07	15	20	\$8.55	\$15.67	Linda Teubl	Primary Job Change	20	01.14.2019
4	Carson, Marjana/Page	MDH11 3	PAR113	OSP	OSP	15	15	\$8.80	\$8.80	-----	Transfer	15	01.28.2019
5	Craig, Beth/Branch Services Clerk	450114	STH111	U07	U07	1	28	\$15.67	\$16.14	-----	Acting Assignment	28	01.28.2019
6	Folger, Denise/Branch Services Clerk	450114	MDH11 1	U07	U07	1	16	\$15.67	\$15.67	Kimberly Andry	Transfer	16	01.02.2019
7	Frank, Jamie/Branch Services Clerk	GAT111	GAT111	U12	U12	24	32	\$23.17	\$23.17	-----	Increasing hours	32	12.30.2018
8	Graley, Camille/Branch Services Clerk	BPK111	BPK111	U07	U07	40	32	\$22.12	\$22.12	-----	Decreasing hours	32	12.02.2018
9	Hronek, Michael/Page	ORG113	ORG113	OSP	OSP	1	15	\$8.55	\$8.55	-----	Increasing hours	15	12.30.2018
10	Johnson, Stephanie/Branch Services Assistant II/Branch Services Librarian SUB	MHR112	MHR11 2	U11	U11 U12	20	20 1	\$21.08	21.08 22.05	-----	Adding Second Rate	20	01.27.2019
11	Lachowski, Kris/Branch Services Librarian I	506111	GAT111	U14	U12	20	20	\$28.46	\$28.46	Thompson, Sybil	Transfer	20	12.30.2018
12	Laurence, Lidi/Page	ORG113	ORG113	OEP	OEP	15	1	\$8.30	\$8.30	-----	Sub Status Only	1	12.30.2018
13	Maimin, Raisa/Adult Education Services Instructor I	508111	508111	U11	U11	30	40	\$22.44	\$22.44	-----	Increasing hours	40	01.13.2019
14	Martin, Amy/Branch Services Assistant II/Branch Services Librarian SUB	STV111	STV111 450114	U11	U11 U12	16	16 1	\$21.08	21.08 22.05	-----	Adding Second Rate	16 1	12.30.2018
15	Slaby, Diane/Bargaining Unit Page	MHR111	MHR11 1	U01	U01	20	16	\$10.58	\$10.58	-----	Decreasing hours	16	12.30.2018
16	Slater, Mary/Branch Service Assistant II/Branch Services Clerk SUB/Branch Services Librarian SUB	CHF111 450114	CHF111 450114	U11 U07	U11 U07	20 1	20 1	21.08 21.08	21.08 21.08	-----	Adding Third Rate	20	01.13.2019
17	ZSilko, Nicole/Branch Services Clerk SUB/Page SUB	MDH11 3	450114	OSP U07	U07 OSP	15 1	1 1	8.55 15.67	15.67 8.55	-----	Sub Status Only	1	12.15.2018

HUMAN RESOURCES DIVISION REPORT LIST NO. 2018-09

January 22, 2019

SIX MONTH PAY ADJUSTMENTS (Not Based on 2080 Hours)

NAME/POSTION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE
Gallo, Hayley/Page	MDH111	OEP	OSP	15	\$8.55	\$8.80	01.30.2019
Hegner, Emily/Page	MYR111	OEP	OSP	15	\$8.55	\$8.80	01.29.2019
Saunders, Gerard/Page	FPR111	OEP	OSP	15	\$8.55	\$8.80	01.01.2019
Suhadolnik, Grace/Page	FPR111	OEP	OSP	15	\$8.55	\$8.80	01.15.2019
Szaniszlo, Jake/Page	MYR111	OEP	OSP	15	\$8.55	\$8.80	01.31.2019

HUMAN RESOURCES DIVISION REPORT LIST NO. 2018-09

January 22, 2019

RESIGNATIONS					
NAME/POSTION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE
Beldon, Elizabeth/Homework Mentor	PAS113	OHM	\$18.50	10	12.27.2018
Carroll, Shay/Page	NRY113	OEP	\$8.30	15	12.29.2018
Chojnicki, Craig/Page	MDH113	OSP	\$8.55	1	12.18.2018
Hicks, Danielle/Page	BCH113	OEP	\$8.30	15	1.2.2019
Kalinowski, Melissa/Page	SEU113	OEP	\$8.30	15	1.09.2019
Laurence, Lidi/Page	ORG113	OEP	\$8.55	1	01.18.2019
Schueler, Roberta/Tutor	504113	OST	\$9.00	10	12.18.2018
Velbeck, Karen/Adult Education Services Programming Specialist	508111	U14	\$28.04	40	02.08.2019

RETIREMENTS						
NAME/POSTION	COST CENTER	GRADE	SALARY	HRS WEEK	HIRE DATE	LAST WORKING DAY
Buettner, Nancy/Branch Services Clerk	CHF111	U07	\$22.12	24	10.19.1988	01.31.2019
Seals, Paula/LLD Assistant - Adult Programming	515111	U10	\$26.39	40	12.02.1996	01.04.2019
Wolfinger, Nancy/Branch Services Librarian	PAS111	U12	\$32.08	40	12.14.1992	01.31.2019

HUMAN RESOURCES DIVISION REPORT LIST NO. 2018-09

January 22, 2019

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Adler, Anita	05.04.2019 - 05.08.2019	\$2,345.00	\$ -	Dude University/Dude Solutions/Raleigh, North Carolina
Barden, Daniel	05.13.2019	\$0.00	\$ -	Introduction to Emotional Intelligence/Case Western Reserve/Cleveland, Ohio
Barden, Daniel	06.17.2019	\$0.00	\$ -	Leading with Great Self-Awareness, Case Western Reserve/Cleveland, Ohio
Beleske, Nicole	11.01.2018	\$80.00	\$ -	Forum for VAAC, Forum for Volunteer Administrators, Independence, Ohio
Chromik, George	05.19.2019 - 05.22.2019	\$2,660.00	\$ -	GFOA Annual Conference/GFOA/Los Angeles, California
Dionisos, Gus	05.04.2019 - 05.08.2019	\$2,345.00	\$ -	Dude University/Dude Solutions/Raleigh, North Carolina
Dolan, Robert	05.19.2019 - 05.22.2019	\$2,370.60	\$ -	GFOA Annual Conference/GFOA/Los Angeles, California
Jumba, Jennifer	03.26.2019 & 05.08.2019	\$0.00	\$ -	Emotionally Intelligent Leader/CWRU/Cleveland, Ohio
Keefer, Lisa	05.08.2019	\$69.00	\$ -	Legal Conference/Akron SHRM/Akron, Ohio
Keefer, Lisa	02.13.2019	\$20.00	\$ -	Workforce Rediness Panel/Akron SHRM/Akron, Ohio
Keefer, Lisa	03.13.2019	\$20.00	\$ -	Marijuana Update/Akron SHRM/Akron, Ohio
Keefer, Lisa	03.08.2019	\$15.00	\$ -	HR Networking Meeting/NEORLS/Akron, Ohio
Marting, Aimee	04.25.2019 - 04.27.2019	\$422.58	\$ 79.57	OA for Educating Young Children/OA for Educating Young Children/Sandusky, Ohio
McLaughlin, Jim	05.04.2019 - 05.08.2019	\$2,345.00	\$ -	Dude University/Dude Solutions/Raleigh, North Carolina
Mori, Jeffrey	05.04.2019 - 05.08.2019	\$2,345.00	\$ -	Dude University/Dude Solutions/Raleigh, North Carolina
Nay, Kyra	01.25.2019 - 01.29.2019	\$1,400.00	\$ -	ALA Midwinter 2019, American Library Association, Seattle, Washington
Rua, Robert	11.13.2018 - 11.16.2018	\$1,157.60	\$ -	Library Marketing & Communication Conference/Amigos Library Services/St. Louis, Missouri
Schriber, Mary	06.21.2019 - 06.24.2019	\$1,400.00	\$ -	ALA Annual/ALA/Washington, DC
Thorrat, Lori	03.25.2019	\$0.00	\$ -	Introduction to Emotional Intelligence/Case Western Reserve/Cleveland, Ohio
		\$18,994.78		

Financial Statement Analysis

December 2018

Revenues

As was discussed some time ago, we knew that our revenues from our General Property Taxes had exceeded our original budget. The final amount received was \$42,752,869.90. This amount exceeded our original budget by \$707,869.90.

We also assumed our revenues from the PLF would exceed our original budget. The final amount received was \$20,769,026.45 and this exceeded our original budget by \$781,590.41. As was also previously mentioned this amount and the amount we were over in General Property Taxes will be carried forward to 2019 to fund several large projects in Facilities.

Patron Fines and Fees also exceeded our original budget. The amount received was \$1,356,592.28. This amount exceeded our original budget by \$6,592.28. Our Fines and Fees revenue was down from last year, but the increase in Passport Fees helped to cover the decrease.

With the increase in interest rates we also exceeded our original budget by \$35,429.65 for interest (General Fund). Our Sale of Resale Supplies original budget was also exceeded by \$17,791.94.

All other revenue accounts are where we would expect them to be for the month and the year.

Expenses

With governmental accounting we cannot close our books for the year with any balances that may be negative (actual expenses exceed appropriation) so we made adjustments to some of the appropriations to show all accounts with a positive balance.

Salaries and Benefits, Supplies, Library Materials and Capital all came in under original budget. Purchased and Contracted Services and Other Objects both needed a small increase to the original budget to close out the year.

Once we closed the Standing Orders (blanket purchase orders) this put funds back into several accounts where we were short of budget. The closing of those purchase orders along with the increases in General Property Taxes and PLF gave us a carryover of \$1,851,996.98 for the General Fund. As mentioned above those funds will be used for capital projects planned in 2019.

Investments

We reinvested the proceeds from a CD that matured at TriState Bank with another CDARS for 6 months with a purchase yield of 1.59%. We kept the maturity at 6 months as there is a possibility that we could see a rate increase at maturity. There were no other investments for the month.

Transfers

We needed to make 3 advances to Special Revenue Funds:

Project Build	\$1,149.24
Hotspot Lending	\$19,434.00
Special School Programming	\$4,500.82

Those advances will be paid back in 2019.

We also needed to make several transfers for the month to closeout the year:

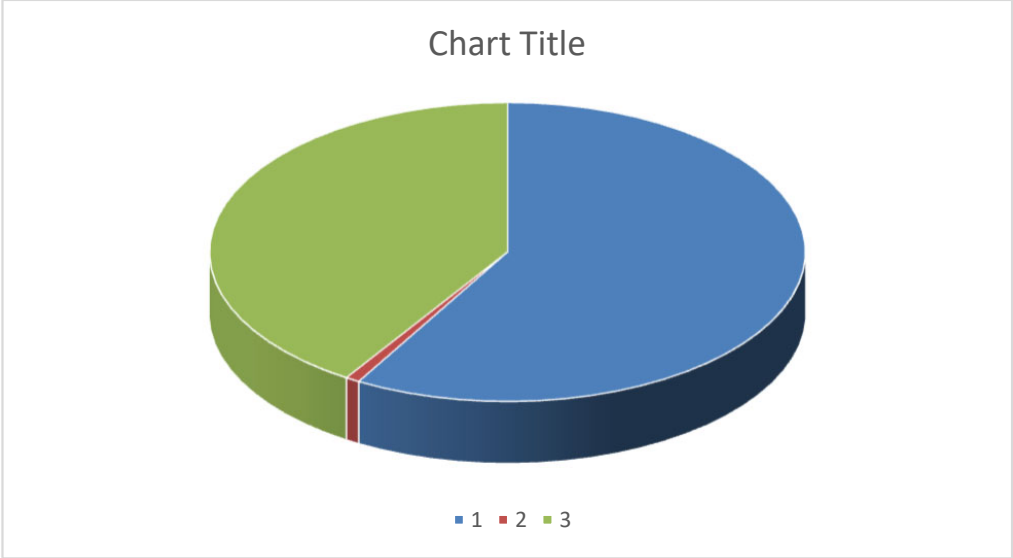
Adult Education Services-ASPIRE	\$142,800.00
Pollinator Garden	\$2,500.00
Unclaimed Funds	\$784.21

CUYAHOGA COUNTY PUBLIC LIBRARY										General Fund
REVENUE										100% of Year
Fiscal 2018 -December										
Acct. No.	General Fund Line Item Description	2018 Revenue	2017 Final Revenue	2018 MTD Received	2017 MTD Received	2018 YTD Received	2017 YTD Received	2018 % Received	2018 Balance	Notes
1200	General Property Taxes	\$38,085,185.00	\$37,631,697.61	\$0.00	\$6,298.18	\$38,085,182.73	\$37,631,697.61	100.0%	(\$2.27)	
1250	Intergovernmental	\$25,409,716.04	\$24,598,931.45	\$1,850,609.95	\$1,713,490.40	\$25,409,713.62	\$24,598,931.45	100.0%	(\$2.42)	
	Public Library Fund	\$20,769,029.04	\$19,967,032.58	\$1,850,609.95	\$1,713,490.40	\$20,769,026.45	\$19,967,032.58	100.0%	(\$2.59)	
	Property Taxes	\$4,640,687.00	\$4,631,898.87	\$0.00	\$0.00	\$4,640,687.17	\$4,631,898.87	100.0%	\$0.17	
2200	Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
2300	Local Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
3100	Patron Fines & Fees	\$1,182,970.00	\$1,290,784.08	\$85,454.64	\$70,367.44	\$1,356,592.28	\$1,290,784.08	114.7%	\$173,622.28	
	Fines and Fees Income	\$354,910.00	\$468,205.72	\$25,909.64	\$26,207.44	\$373,364.63	\$468,205.72	105.2%	\$18,454.63	
	Passport Fee	\$565,000.00	\$561,716.36	\$44,800.00	\$29,550.00	\$716,086.40	\$561,716.36	126.7%	\$151,086.40	
	Passport Photo Fee	\$240,560.00	\$238,900.00	\$14,620.00	\$13,160.00	\$249,460.00	\$238,900.00	103.7%	\$8,900.00	
	Meeting Room Rental Fees	\$22,500.00	\$21,962.00	\$125.00	\$1,450.00	\$17,681.25	\$21,962.00	78.6%	(\$4,818.75)	
4000	Interest	\$32,940.74	\$2,647.49	\$5,992.07	\$158.15	\$38,929.65	\$2,647.49	118.2%	\$5,988.91	
5500	Services Provided Other Entities	\$4,000.00	\$4,297.20	\$459.79	\$63.00	\$2,710.43	\$4,297.20	67.8%	(\$1,289.57)	
6100	Restricted Gifts	\$28,300.00	\$50,082.30	\$5,350.00	\$1,250.00	\$33,619.90	\$50,082.30	118.8%	\$5,319.90	
6500	Unrestricted Gifts	\$50,000.00	\$8,167.55	\$50.00	\$0.00	\$22,453.56	\$8,167.55	44.9%	(\$27,546.44)	
8100	Sale of Property	\$22,000.00	\$22,036.87	\$0.00	\$0.00	\$10,786.43	\$22,036.87	49.0%	(\$11,213.57)	
8200	Sale of Resale Supplies	\$128,025.00	\$122,410.75	\$10,238.37	\$13,554.88	\$125,016.94	\$122,410.75	97.7%	(\$3,008.06)	
8300	Rental of Real Property	\$23,485.00	\$0.00	\$962.75	\$0.00	\$23,481.00	\$0.00	100.0%	(\$4.00)	
8700	Refunds and Reimbursements	\$445,775.00	\$435,925.71	\$15,668.76	\$25,146.55	\$395,639.95	\$435,925.71	88.8%	(\$50,135.05)	
8900	Miscellaneous	\$50,000.00	\$50,419.21	\$0.00	\$0.00	\$38,992.37	\$50,419.21	78.0%	(\$11,007.63)	
9800	Advances In	\$72,110.00	\$0.00	\$0.00	\$0.00	\$72,108.25	\$0.00	100.0%	(\$1.75)	
9900	Transfers In	\$1,875.00	\$1,324.79	\$584.75	\$0.00	\$1,873.72	\$1,324.79	99.9%	(\$1.28)	
	Carryover	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	100.0%	\$0.00	
TOTAL -- General Fund		\$66,036,381.78	\$64,718,725.01	\$1,975,371.08	\$1,830,328.60	\$66,117,100.83	\$64,718,725.01	100.1%	\$80,719.05	
TOTAL -- Capital Fund - 402		\$3,398,020.00	\$1,390,506.67	\$3,148,523.13	\$1,169,835.46	\$3,433,289.13	\$1,390,506.67	101.0%	\$35,269.13	
TOTAL -- Note Retirement Fund - 301		\$4,665,481.00	\$4,664,981.00	\$0.00	\$0.00	\$4,665,481.00	\$4,664,981.00	100.0%	\$0.00	
TOTAL -- Trust Fund (Regular) - 701		\$312,500.00	\$505,082.14	\$38,089.34	\$31,482.33	\$350,211.38	\$505,082.14	112.1%	\$37,711.38	
TOTAL -- Trust Fund (Special) - 702		\$717,000.00	\$1,896,989.28	\$1,430.74	\$233,463.95	\$712,900.71	\$1,896,989.28	99.4%	(\$4,099.29)	
TOTAL -- Endowment Fund - 801		\$1,400.00	\$841.16	\$160.37	\$88.78	\$1,543.28	\$841.16	110.2%	\$143.28	
TOTAL -- Agency Fund (FSA) - 901		\$100,000.00	\$95,377.67	\$8,445.40	\$7,837.56	\$100,414.94	\$95,377.67	100.4%	\$414.94	
TOTAL --Project Build - 223		\$10,000.00	\$0.00	\$1,149.24	\$0.00	\$1,149.24	\$0.00	11.5%	(\$8,850.76)	
TOTAL -- Entrepreneurships Adult & Youth - 232		\$36,975.00	\$31,250.00	\$0.00	\$0.00	\$36,975.00	\$31,250.00	100.0%	\$0.00	
TOTAL -- Family Place Libraries - 233		\$0.00	\$49,700.00	\$0.00	\$0.00	\$0.00	\$49,700.00	0.0%	\$0.00	
TOTAL -- Cleve Found Encore Initiative - 236		\$46,659.29	\$50,500.00	\$0.00	\$0.00	\$46,659.29	\$50,500.00	100.0%	\$0.00	
TOTAL -- ABLE College Prep - 238		\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	0.0%	\$0.00	
TOTAL -- My Com Neighborhood - 242		\$103,394.67	\$46,317.60	\$45,000.00	\$1,870.68	\$103,094.83	\$46,317.60	99.7%	(\$299.84)	
TOTAL -- Memory Lab Grant - 243		\$0.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	0.0%	\$0.00	
TOTAL -- WVH Garden Grant - 244		\$1,000.00	\$6,000.00	\$0.00	\$0.00	\$1,000.00	\$6,000.00	100.0%	\$0.00	
TOTAL - Families Learning Together - 245		\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.0%	\$0.00	
TOTAL - PLA INTERN GRANT - 246		\$5,362.50	\$7,567.50	\$0.00	\$5,362.50	\$5,362.50	\$7,567.50	100.0%	\$0.00	
TOTAL - Adult Education Services - 247		\$2,462,812.28	\$365,300.24	\$262,588.50	\$162,712.87	\$1,378,848.54	\$365,300.24	56.0%	(\$1,083,963.74)	
TOTAL - Project Learn - 248		\$409,407.19	\$258,616.54	\$48,625.26	\$110,453.04	\$358,293.23	\$258,616.54	87.5%	(\$51,113.96)	
TOTAL - Baby Club - 249		\$54,989.00	\$28,100.00	\$0.00	\$0.00	\$38,453.00	\$28,100.00	69.9%	(\$16,536.00)	
TOTAL - One Community Reads- 252		\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$0.00	100.0%	\$0.00	
TOTAL - IPAD Lab - 253		\$0.00	\$7,125.00	\$0.00	\$0.00	\$0.00	\$7,125.00	0.0%	\$0.00	
TOTAL - GetWorkerFit		\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.0%	\$0.00	
TOTAL - Great American Reads		\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	100.0%	\$0.00	
TOTAL - Food & Culinary Literacy Program		\$50,000.00	\$0.00	\$15,500.00	\$0.00	\$65,500.00	\$0.00	131.0%	\$15,500.00	
TOTAL - Hotspot Lending Program		\$73,309.00	\$0.00	\$19,434.00	\$0.00	\$41,934.00	\$0.00	57.2%	(\$31,375.00)	
TOTAL -- Homework Centers - 270		\$467,770.00	\$271,678.95	\$5,000.00	\$18,200.00	\$300,103.84	\$271,678.95	64.2%	(\$167,666.16)	
TOTAL -- Summer Camps - 280		\$117,500.00	\$117,235.00	\$5,000.00	\$5,000.00	\$103,534.16	\$117,235.00	88.1%	(\$13,965.84)	
TOTAL -- Kindergarten & Baby Kits - 290		\$20,000.00	\$0.00	\$13,500.00	\$0.00	\$13,500.00	\$0.00	67.5%	(\$6,500.00)	
TOTAL -- Special School Program. - 293		\$282,953.72	\$166,875.95	\$34,800.82	\$14,768.00	\$180,998.41	\$166,875.95	64.0%	(\$101,955.31)	
TOTAL - This is My Library		\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	0.0%	\$0.00	
GRAND TOTAL -- All Funds		\$79,392,915.43	\$75,060,769.71	\$5,622,617.88	\$3,591,403.77	\$78,076,347.31	\$75,060,769.71	98.3%	(\$1,316,568.12)	

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2018 -December												
100% of Year												
Acct. No.	General Fund Line Item Description	2018 Appropriation	2017 C/O Encumbrance	2017 Final Expended	2018 MTD Expended	2017 MTD Expended	2018 YTD Expended	2017 YTD Expended	2018 Enc + PY Enc	2018 Exp+Enc	2018 % Exp+Enc	2018 Balance
1000s	SALARIES & BENEFITS	56.7%										
1110	Salaries	\$28,039,433.03	\$0.00	\$27,978,648.16	\$2,220,567.04	\$2,217,323.14	\$28,038,950.21	\$27,978,648.16	\$0.00	\$28,038,950.21	100.0%	\$482.82
1400	Retirement Benefits-Employer	\$3,904,434.00	\$0.00	\$3,899,641.74	\$286,192.84	\$294,663.38	\$3,904,278.21	\$3,899,641.74	\$0.00	\$3,904,278.21	100.0%	\$155.79
1600	Insurance Benefits-Employer	\$5,473,050.00	\$0.00	\$5,370,434.78	\$428,569.88	\$391,665.49	\$5,472,877.37	\$5,370,434.78	\$0.00	\$5,472,877.37	100.0%	\$172.63
1900	Other Employee Benefits	\$58,281.00	\$0.00	\$72,719.46	\$24,055.87	\$23,086.07	\$58,178.74	\$72,719.46	\$0.00	\$58,178.74	99.8%	\$102.26
	SUBTOTAL -- SALARIES & BENEFITS	\$37,475,198.03	\$0.00	\$37,321,444.14	\$2,959,385.63	\$2,926,738.08	\$37,474,284.53	\$37,321,444.14	\$0.00	\$37,474,284.53	100.0%	\$913.50
2000s	SUPPLIES	1.8%										
2100	General Administrative Supplies	\$639,330.00	\$7,484.55	\$912,168.70	\$34,146.87	\$48,429.49	\$628,227.86	\$912,168.70	\$18,326.44	\$646,554.30	100.0%	\$260.25
2200	Property Maintenance & Repair Supplies	\$296,905.00	\$2,250.00	\$261,190.59	\$24,049.23	\$25,133.22	\$298,082.48	\$261,190.59	\$1,050.00	\$299,132.48	100.0%	\$22.52
2300	Motor Equipment Fuel & Supplies	\$93,820.00	\$0.00	\$76,388.72	\$6,296.66	\$7,976.65	\$92,977.86	\$76,388.72	\$830.04	\$93,807.90	100.0%	\$12.10
2500	Supplies for Resale	\$148,495.00	\$0.00	\$108,492.50	\$5,000.00	\$7,822.50	\$148,494.30	\$108,492.50	\$0.00	\$148,494.30	100.0%	\$0.70
	SUBTOTAL -- SUPPLIES	\$1,178,550.00	\$9,734.55	\$1,358,240.51	\$69,492.76	\$89,361.86	\$1,167,782.50	\$1,358,240.51	\$20,206.48	\$1,187,988.98	100.0%	\$295.57
3000s	PURCHASED & CONTRACTED SERVICES	15.3%										
3100	Travel & Meeting Expenses	\$178,860.00	\$0.00	\$170,587.94	\$27,468.05	\$14,840.32	\$178,640.91	\$170,587.94	\$0.00	\$178,640.91	99.9%	\$219.09
3200	Communications-Printing & Publications	\$810,405.00	\$50.00	\$805,539.20	\$70,440.97	\$57,622.23	\$809,582.34	\$805,539.20	\$750.00	\$810,332.34	100.0%	\$122.66
3300	Property Maintenance & Repair Service	\$2,722,090.00	\$13,115.50	\$2,672,377.72	\$255,721.15	\$222,226.23	\$2,685,945.06	\$2,672,377.72	\$49,224.69	\$2,735,169.75	100.0%	\$35.75
3400	Insurance	\$259,685.00	\$0.00	\$266,576.44	\$12.00	\$3,125.44	\$259,684.00	\$266,576.44	\$0.00	\$259,684.00	100.0%	\$1.00
3500	Rents and Leases	\$766,485.00	\$0.00	\$240,532.53	\$55,646.20	\$15,000.52	\$766,467.97	\$240,532.53	\$0.00	\$766,467.97	100.0%	\$17.03
3600	Utilities	\$1,703,810.00	\$0.00	\$1,650,740.92	\$111,985.06	\$114,668.31	\$1,703,600.27	\$1,650,740.92	\$0.00	\$1,703,600.27	100.0%	\$209.73
3700	Professional Services	\$2,161,565.00	\$123,630.50	\$1,833,809.19	\$115,414.95	\$112,272.48	\$2,260,765.84	\$1,833,809.19	\$24,382.00	\$2,285,147.84	100.0%	\$47.66
3900	Other Contracted Services	\$1,475,435.00	\$52,026.99	\$1,241,073.24	\$141,784.17	\$67,562.33	\$1,527,418.17	\$1,241,073.24	\$0.00	\$1,527,418.17	100.0%	\$43.82
	SUBTOTAL -- CONTRACTED SERVICES	\$10,078,335.00	\$188,822.99	\$8,881,237.18	\$778,472.55	\$607,317.86	\$10,192,104.56	\$8,881,237.18	\$74,356.69	\$10,266,461.25	100.0%	\$696.74
4000s	LIBRARY MATERIALS & INFORMATION	13.2%										
4100	Books & Pamphlets	\$5,787,479.57	\$293,672.41	\$5,554,843.41	\$214,755.26	\$374,898.91	\$5,760,436.64	\$5,554,843.41	\$318,318.88	\$6,078,755.52	100.0%	\$2,396.46
4200	Periodicals	\$187,694.61	\$10.00	\$197,053.88	\$8,485.81	\$8,086.25	\$187,694.61	\$197,053.88	\$10.00	\$187,704.61	100.0%	\$0.00
4300	Audiovisual Material	\$1,472,498.36	\$281,902.12	\$1,505,611.68	\$130,614.82	\$87,066.73	\$1,546,354.32	\$1,505,611.68	\$207,574.96	\$1,753,929.28	100.0%	\$471.20
4500	Computer Services & Information	\$1,230,270.39	\$19,478.29	\$1,332,714.24	\$201,018.83	\$216,923.52	\$1,249,748.68	\$1,332,714.24	\$0.00	\$1,249,748.68	100.0%	\$0.00
4700	Library Material Repair & Restoration	\$189.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.00	\$0.00	\$0.00	\$189.00	100.0%	\$0.00
4900	Library Materials-Other	\$35,618.07	\$118.71	\$30,118.73	\$3,385.36	\$1,925.44	\$32,958.92	\$30,118.73	\$2,777.86	\$35,736.78	100.0%	\$0.00
	SUBTOTAL -- LIBRARY MATERIALS	\$8,713,750.00	\$595,181.53	\$8,620,341.94	\$558,260.08	\$688,900.85	\$8,777,382.17	\$8,620,341.94	\$528,681.70	\$9,306,063.87	100.0%	\$2,867.66
5000s	CAPITAL OUTLAY	2.6%										
5100	Purchase of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
5400	Building Improvements	\$1,060,875.00	\$74,795.94	\$587,697.87	\$12,620.00	\$131,557.43	\$826,905.18	\$587,697.87	\$308,761.30	\$1,135,666.48	100.0%	\$4.46
5500	Furniture & Equipment	\$523,355.00	\$15,173.04	\$1,225,755.93	\$13,954.20	\$16,309.49	\$421,589.50	\$1,225,755.93	\$116,902.11	\$538,491.61	100.0%	\$36.43
5700	Motor Vehicles	\$129,860.00	\$60,154.47	\$52,053.58	\$0.00	\$0.00	\$190,013.50	\$52,053.58	\$0.00	\$190,013.50	100.0%	\$0.97
	SUBTOTAL -- CAPITAL OUTLAY	\$1,714,090.00	\$150,123.45	\$1,865,507.38	\$26,574.20	\$147,866.92	\$1,438,508.18	\$1,865,507.38	\$425,663.41	\$1,864,171.59	100.0%	\$41.86
7000s	OTHER OBJECTS	0.1%										
7100	Dues and Memberships	\$43,940.00	\$0.00	\$41,121.72	\$1,076.15	\$3,324.45	\$43,929.99	\$41,121.72	\$0.00	\$43,929.99	100.0%	\$10.01
7200	Taxes and Assessments	\$32,580.00	\$0.00	\$32,498.07	\$1,249.00	\$1,550.75	\$32,559.86	\$32,498.07	\$0.00	\$32,559.86	99.9%	\$20.14
7500	Refunds and Reimbursements	\$5,385.00	\$0.00	\$5,702.44	\$2,810.65	\$33.64	\$5,384.83	\$5,702.44	\$0.00	\$5,384.83	100.0%	\$0.17
7900	Other Miscellaneous Expenses	\$685.00	\$0.00	\$1,138.33	\$0.00	\$0.00	\$684.50	\$1,138.33	\$0.00	\$684.50	99.9%	\$0.50
	SUBTOTAL -- OTHER OBJECTS	\$82,590.00	\$0.00	\$80,460.56	\$5,135.80	\$4,908.84	\$82,559.18	\$80,460.56	\$0.00	\$82,559.18	100.0%	\$30.82
8000s	CONTINGENCY	2.7%										
8999	Contingency	\$1,766,428.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,766,428.75
	SUBTOTAL -- CONTINGENCY	\$1,766,428.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$1,766,428.75
9000s	TRANSFERS OUT	7.6%										
9899	Advances to Other Funds	\$25,085.00	\$0.00	\$66,445.74	\$25,084.06	\$66,445.74	\$25,084.06	\$66,445.74	\$0.00	\$25,084.06	100.0%	\$0.94
9999	Transfers to Other Funds	\$5,002,355.00	\$0.00	\$5,944,561.25	\$74,684.21	\$1,140,313.10	\$5,002,352.91	\$5,944,561.25	\$0.00	\$5,002,352.91	100.0%	\$2.09
	SUBTOTAL -- TRANSFERS OUT	\$5,027,440.00	\$0.00	\$6,011,006.99	\$99,768.27	\$1,206,758.84	\$5,027,436.97	\$6,011,006.99	\$0.00	\$5,027,436.97	100.0%	\$3.03
GRAND TOTAL -- General Fund		\$66,036,381.78	\$943,862.52	\$64,138,238.70	\$4,497,089.29	\$5,671,853.25	\$64,160,058.09	\$64,138,238.70	\$1,048,908.28	\$65,208,966.37	97.4%	\$1,771,277.93

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2018 -December												100% of Year
FUND	Line Item Description	2018 Appropriation	2017 C/O Encumbrance	2017 Final Expended	2018 MTD Expended	2017 MTD Expended	2018 YTD Expended	2017 YTD Expended	2018 ENC + PY Enc	2018 Exp+Enc	2018 % Exp+Enc	2018 Balance
223	TOTAL -- Project Build	\$10,000.00	\$0.00	\$0.00	\$60.57	\$0.00	\$1,149.24	\$0.00	\$0.00	\$1,149.24	11.5%	\$8,850.76
232	TOTAL -- Entrepreneurships Adult & Youth	\$119,023.59	\$0.00	\$34,375.00	\$1,637.69	\$6,875.00	\$55,558.33	\$34,375.00	\$0.00	\$55,558.33	46.7%	\$63,465.26
233	TOTAL -- Family Place Libraries	\$16,307.89	\$0.00	\$33,392.11	\$0.00	\$0.00	\$16,307.89	\$33,392.11	\$0.00	\$16,307.89	100.0%	\$0.00
236	TOTAL -- Cleveland Foundation Encore Initiative	\$59,104.58	\$0.00	\$58,317.25	\$0.00	\$0.00	\$41,905.37	\$58,317.25	\$0.00	\$41,905.37	70.9%	\$17,199.21
238	TOTAL -- PAR ABLE College Prep	\$5,662.51	\$0.00	\$34,337.49	\$0.00	\$0.00	\$5,662.51	\$34,337.49	\$0.00	\$5,662.51	100.0%	\$0.00
242	TOTAL -- MyCom Neighborhood	\$103,397.73	\$0.00	\$47,154.84	\$7,219.27	\$4,380.88	\$81,872.23	\$47,154.84	\$0.00	\$81,872.23	79.2%	\$21,525.50
243	TOTAL -- Memory Lab	\$56,378.41	\$0.00	\$193,621.59	\$7,746.61	(\$2,287.79)	\$47,910.23	\$193,621.59	\$0.00	\$47,910.23	85.0%	\$8,468.18
244	TOTAL -- WVH Garden Grant	\$4,406.74	\$0.00	\$2,593.26	\$0.00	\$0.00	\$3,365.65	\$2,593.26	\$0.00	\$3,365.65	76.4%	\$1,041.09
245	TOTAL -- Families Learning Together	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00	0.0%	\$0.00
246	TOTAL -- PLA Intern Grant	\$5,362.50	\$0.00	\$7,567.50	\$0.00	\$0.00	\$5,362.50	\$7,567.50	\$0.00	\$5,362.50	100.0%	\$0.00
247	TOTAL -- Adult Education Services	\$2,462,812.28	\$0.00	\$365,300.24	\$161,809.95	\$69,859.03	\$1,341,764.87	\$365,300.24	\$0.00	\$1,341,764.87	54.5%	\$1,121,047.41
248	TOTAL -- Project Learn	\$524,365.32	\$0.00	\$143,658.41	\$20,812.60	\$27,942.33	\$278,389.96	\$143,658.41	\$0.00	\$278,389.96	53.1%	\$245,975.36
249	TOTAL -- Baby Club	\$68,945.99	\$0.00	\$14,143.01	\$1,019.50	\$1,852.41	\$14,921.58	\$14,143.01	\$0.00	\$14,921.58	21.6%	\$54,024.41
252	TOTAL -- One Community Reads	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.0%	\$0.00
253	TOTAL -- IPAD Lab	\$7,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,486.64	\$0.00	\$0.00	\$5,486.64	77.0%	\$1,638.36
254	TOTAL -- Veterans GetWorkerFit	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.0%	\$0.00
255	TOTAL -- Great American Reads	\$2,000.00	\$0.00	\$0.00	\$584.75	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.0%	\$0.00
256	TOTAL -- Food & Culinary Literacy Programs	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,900.00	\$0.00	\$0.00	\$22,900.00	45.8%	\$27,100.00
257	TOTAL -- Hotspot Lending Program	\$73,309.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,934.00	\$0.00	\$0.00	\$41,934.00	57.2%	\$31,375.00
270	TOTAL -- Homework Centers	\$490,463.65	\$0.00	\$249,052.04	\$34,753.46	\$28,576.74	\$282,913.12	\$249,052.04	\$0.00	\$282,913.12	57.7%	\$207,550.53
280	TOTAL -- Summer Camps	\$125,000.00	\$0.00	\$112,235.00	\$0.00	\$0.00	\$106,034.16	\$112,235.00	\$0.00	\$106,034.16	84.8%	\$18,965.84
290	TOTAL -- Kindergarten & Baby Kits	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$20,000.00
293	TOTAL -- Special School Programming	\$314,831.27	\$0.00	\$165,230.25	\$19,213.46	\$18,721.59	\$212,875.96	\$165,230.25	\$0.00	\$212,875.96	67.6%	\$101,955.31
299	TOTAL -- This is My Library	\$10,675.00	\$0.00	\$1,325.00	\$1,000.00	\$1,325.00	\$10,675.00	\$1,325.00	\$0.00	\$10,675.00	100.0%	\$0.00
301	TOTAL -- Note Retirement Fund	\$4,665,482.00	\$0.00	\$4,664,981.26	\$0.00	\$0.00	\$4,665,481.26	\$4,664,981.26	\$0.00	\$4,665,481.26	100.0%	\$0.74
401	TOTAL -- Building & Repair Fund	\$0.00	\$0.00	\$273,103.12	\$0.00	\$0.00	\$0.00	\$273,103.12	\$0.00	\$0.00	0.0%	\$0.00
402	TOTAL -- Capital Fund	\$7,000,000.00	\$1,147,295.21	\$3,527,779.62	\$132,473.90	\$328,622.69	\$6,709,357.06	\$3,527,779.62	\$137,830.74	\$6,847,187.80	84.0%	\$1,300,107.41
701	TOTAL -- Trust Fund (Regular)	\$865,000.00	\$6,418.53	\$73,327.63	\$820,171.83	\$17,041.37	\$855,404.56	\$73,327.63	\$12,256.37	\$867,660.93	99.6%	\$3,757.60
702	TOTAL -- Trust Fund (Special)	\$2,438,000.00	\$12,945.00	\$18,293.75	\$2,303,317.35	\$0.00	\$2,410,574.17	\$18,293.75	\$35,550.00	\$2,446,124.17	99.8%	\$4,820.83
801	TOTAL -- Endowment Fund	\$2,500.00	\$0.00	\$877.56	\$0.00	\$0.00	\$822.64	\$877.56	\$0.00	\$822.64	32.9%	\$1,677.36
901	TOTAL -- Agency Fund (FSA)	\$100,000.00	\$0.00	\$83,011.52	\$10,602.81	\$7,439.23	\$100,000.00	\$83,011.52	\$0.00	\$100,000.00	100.0%	\$0.00
	GRAND TOTAL -- All Funds	\$19,668,153.46	\$1,166,658.74	\$10,133,677.45	\$3,522,423.75	\$510,348.48	\$17,388,628.93	\$10,133,677.45	\$185,637.11	\$17,574,266.04	84.4%	\$3,260,546.16

CUYAHOGA COUNTY PUBLIC LIBRARY							
Capital Fund Balances							
Fiscal 2018 --DECEMBER							
FUND	CC	Project Budget	2018 Expenditures	Expenditures To Date (1)	Encumbered & Unpaid (2)	Project Balance (3)	STATUS
Capital Fund - 402							
Bay	004	\$7,500,000.00	\$59,500.00	\$219,899.50	\$0.00	\$7,280,100.50	
Berea	010	\$1,500,000.00	\$822,111.12	\$1,466,273.12	\$0.00	\$0.00	Closed
Maple Heights	037	\$550,000.00	\$381,655.77	\$381,655.77	\$137,830.74	\$30,513.49	
Middleburg Heights	043	\$7,500,000.00	\$5,386,050.67	\$7,409,517.29	\$0.00	\$0.00	Closed
Strongsville	082	\$550,000.00	\$32,998.68	\$528,897.98	\$0.00	\$0.00	Closed
Administration	450	\$575,000.00	\$17,583.30	\$412,556.39	\$0.00	\$0.00	Closed
Total Capital Fund - 402		\$18,175,000.00	\$6,699,899.54	\$10,418,800.05	\$137,830.74	\$7,310,613.99	



CUYAHOGA COUNTY PUBLIC LIBRARY				
All Funds Cash Balance				
Fiscal 2018 --December 2018				
Fund	Beginning Cash Balance	Receipts To Date	Expenditures To Date	Cash Balance
General Fund	\$1,443,862.52	\$65,617,100.83	\$64,160,058.09	\$2,900,905.26
Debt Service	\$418.96	\$4,665,481.00	\$4,665,481.26	\$418.70
Capital Fund - 402	\$18,401,191.78	\$3,433,289.13	\$6,709,357.06	\$15,125,123.85
Trust Fund - Regular	\$1,277,251.81	\$350,211.38	\$855,404.56	\$772,058.63
Trust Fund - Special	\$2,348,739.98	\$712,900.71	\$2,410,574.17	\$651,066.52
Endowment Fund	\$78,418.98	\$1,543.28	\$822.64	\$79,139.62
Agency Fund	\$49,375.26	\$100,414.94	\$100,000.00	\$49,790.20
Project Build	\$0.00	\$1,149.24	\$1,149.24	\$0.00
Keybank FNDTH College Prep/Entrepreneurship	\$82,048.59	\$36,975.00	\$55,558.33	\$63,465.26
Family Place Libraries	\$16,307.89	\$0.00	\$16,307.89	\$0.00
Cleveland Foundation Encore Initiative	\$12,445.29	\$46,659.29	\$41,905.37	\$17,199.21
ABLE College Prep Grant	\$5,662.51	\$0.00	\$5,662.51	\$0.00
MyCom Neighborhood	\$3.06	\$103,094.83	\$81,872.23	\$21,225.66
Memory Lab Grant	\$56,378.41	\$0.00	\$47,910.23	\$8,468.18
WVH Garden Grant	\$3,406.74	\$1,000.00	\$3,365.65	\$1,041.09
PLA Intern	\$0.00	\$5,362.50	\$5,362.50	\$0.00
Adult Education Services (AES)	\$0.00	\$1,378,848.54	\$1,341,764.87	\$37,083.67
Project Learn	\$114,958.13	\$358,293.23	\$278,389.96	\$194,861.40
Baby Club	\$13,956.99	\$38,453.00	\$14,921.58	\$37,488.41
One Community Reads	\$0.00	\$18,000.00	\$18,000.00	\$0.00
IPAD Lab	\$7,125.00	\$0.00	\$5,486.64	\$1,638.36
GetWorkerFit	\$50,000.00	\$0.00	\$50,000.00	\$0.00
Great American Read	\$0.00	\$2,000.00	\$2,000.00	\$0.00
Food & Culinary Literacy Programs	\$0.00	\$65,500.00	\$22,900.00	\$42,600.00
Hotspot Lending Program	\$0.00	\$41,934.00	\$41,934.00	\$0.00
Homework Centers	\$22,693.65	\$300,103.84	\$282,913.12	\$39,884.37
Summer Camps	\$7,500.00	\$103,534.16	\$106,034.16	\$5,000.00
Kindergarten and Baby Kits	\$0.00	\$13,500.00	\$0.00	\$13,500.00
Special School Programming	\$31,877.55	\$180,998.41	\$212,875.96	\$0.00
This is My Library	\$10,675.00	\$0.00	\$10,675.00	\$0.00
SUBTOTAL	\$24,034,298.10	\$77,576,347.31	\$81,548,687.02	\$20,061,958.39

CUYAHOGA COUNTY PUBLIC LIBRARY						
Investments Approval						
Fiscal 2018 --December						
Description	Institution of Deposit	Par Value/Qty.	Purchase Yield	Purchase Date	Maturity Date	% of Assets
Money Market Funds						
Sweep Account	Key Bank	\$5,179,278.42	1.01%	n/a	n/a	25.47%
Money Market Fund	Northwest Bank	\$100.00	0.00%	n/a	n/a	0.00%
Money Market Fund	US Bank	\$507.68	2.36%	n/a	n/a	0.00%
Money Market Fund	Fifth Third	\$5,377.78	1.99%	n/a	n/a	0.03%
ICS Account	TriState Capital	\$0.00	0.52%	n/a	n/a	0.00%
Star Ohio Accounts						
Star Ohio Accounts	Star Ohio	\$4,538,933.88	2.41%	n/a	n/a	22.32%
US Treasury						
US Government Agency Discount Notes						
Commercial Paper						
Cola Cola Company	JP Morgan Securities LLC	\$100,000.00	2.37%	August 30, 2018	January 17, 2019	0.49%
Mufg Bank LTD	Mufg Union Bank	\$350,000.00	2.47%	August 30, 2018	February 26, 2019	1.72%
JP Morgan Securities	JP Morgan Securities LLC	\$300,000.00	2.53%	September 10, 2018	March 11, 2019	1.48%
Natixis NY	Dbtc Americas	\$275,000.00	2.58%	September 28, 2018	March 27, 2019	1.35%
ING US Funding	ING Financial Markets LLC	\$210,000.00	2.73%	October 30, 2018	April 26, 2019	1.03%
Toyota Motor Credit Co	Citibank	\$370,000.00	2.74%	October 30, 2018	May 13, 2019	1.82%
Bnp Paribas	Bnp Paribas NY	\$370,000.00	2.77%	October 30, 2018	April 29, 2019	1.82%
Certificate of Deposit						
Certificate of Deposit	Discover Bank	\$247,000.00	2.30%	October 19, 2015	September 30, 2020	1.21%
Certificate of Deposit	Capital One National Bank	\$247,000.00	2.28%	October 19, 2015	October 7, 2020	1.21%
Certificate of Deposit	Capital One National Bank	\$247,000.00	2.28%	October 19, 2015	October 7, 2020	1.21%
Certificate of Deposit	Goldman Saks Bank	\$247,000.00	2.20%	October 21, 2015	October 21, 2020	1.21%
Certificate of Deposit	Amex Centurion	\$247,000.00	2.27%	October 29, 2015	October 28, 2020	1.21%
Certificate of Deposit (CDARS)	TriState Capital	\$2,110,121.61	1.59%	December 20, 2018	June 20, 2019	10.38%
Certificate of Deposit	Bank of Baroda	\$245,000.00	1.90%	March 8, 2018	March 8, 2019	1.20%
Certificate of Deposit	First Foundation Bank	\$32,000.00	1.95%	March 14, 2018	March 14, 2019	0.16%
Certificate of Deposit	Safra National Bank of New York	\$245,000.00	1.95%	March 20, 2018	March 19, 2019	1.20%
Certificate of Deposit	State Bank of India	\$245,000.00	2.00%	March 22, 2018	March 22, 2019	1.20%
Certificate of Deposit	Wells Fargo Bank National Assoc	\$250,000.00	2.10%	March 14, 2018	April 15, 2019	1.23%
Agency Securities						
Federal National Mortgage	Davidson DA & Company	\$1,100,000.00	1.50%	September 30, 2016	September 30, 2020	5.41%
Federal National Mortgage	Davidson DA & Company	\$550,000.00	1.42%	July 27, 2016	July 27, 2020	2.70%
Federal National Mortgage	Citigroup Global Markets, Inc.	\$555,000.00	0.88%	August 9, 2016	August 5, 2019	2.73%
Federal National Mortgage	Davidson DA & Company	\$1,040,000.00	1.40%	August 30, 2016	August 28, 2020	5.11%
Federal National Mortgage	Fcstone Financial Inc.	\$1,030,000.00	1.60%	August 30, 2016	August 24, 2021	5.06%
TOTAL PORTFOLIO	\$20,336,319.37					100.00%

CUYAHOGA COUNTY PUBLIC LIBRARY

Purchase Approval List

January 22, 2019

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
		ENCUMBRANCE INCREASES			
1		Brecksville A/V system upgrade			
		SUMMARY: Needed to increase amount from \$35,550 to \$37,850 due to added option.			
		As requested by the Information Technology Division.	Sound Com Systems		\$2,300.00
		RENEWAL PURCHASES			
2		CCPL Public awareness campaign			
		SUMMARY: Necessary to continue campaign to promote awareness & library visits.			
		As requested by the Communications and External Relations Division.	Little Jacket		\$150,000.00
3		Digital Advertising			
		SUMMARY: Necessary for yearly advertising in digital media.	Essex		
		As requested by the Communications and External Relations Division.	Digital Platform		\$28,000.00
		GRANT PURCHASES			
4		Coordinate Key Advanced Entrepreneurs series			
		SUMMARY: Necessary for program & coaching administration in 4 branches.	Economic & Community		
		As requested by the Literacy and Learning Division.	Development Institute		\$32,500.00
		NEW PURCHASES			
5		Upgrade HVAC management software			
		SUMMARY: Necessary for new facilities management solution program.			
		As requested by the Operations-Facilities Division.	Siemens Industry Inc		\$36,500.00

CUYAHOGA COUNTY PUBLIC LIBRARY**Purchase Approval List****January 22, 2019**

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
6	2	New vehicles for ITD staff		\$29,932.00	
		SUMMARY: Necessary to replace vans for ITD Technicians.			
		As requested by the Operations-Facilities Division.	Valley Ford		\$59,864.00
7		2018 Ford Fusion			
		SUMMARY: Necessary to replace Facilities vehicle.			
		As requested by the Operations-Facilities Division.	Liberty Ford		\$24,044.00

Cuyahoga County Public Library
Gift Report / December 1-31, 2018

Gift Amount	Donor	Recipient	Purpose
\$100.00	Gheorghe Andreias	Solon Branch Trust Fund	In appreciation for services
\$100.00	Anonymous	Orange Branch Trust Fund	In appreciation for services
\$7,500.00	Anonymous	CCPL	Project Learn
\$1,000.00	Janet AuWerter	CCPL	Capital pledge payment
\$10,000.00	Ford Motor Company	CCPL	For Homework Centers and STEM supplies for LLD
\$941.52	Friends of the Bay Village Branch	Bay Village Branch Trust Fund	December programming and supplies
\$4,425.05	Friends of the Beachwood Branch	Beachwood Branch Trust Fund	December programming and supplies
\$301.69	Friends of the Brecksville Branch	Brecksville Branch Trust Fund	December programming and supplies
\$68.73	Friends of the Brook Park Branch	Brook Park Branch Trust Fund	December programming and supplies
\$899.32	Friends of the Chagrin Falls Branch	Chagrin Falls Branch Trust Fund	December programming and supplies
\$15.50	Friends of the Gates Mills Branch	Gates Mills Branch Trust Fund	December programming and supplies
\$336.80	Friends of the Independence Branch	Independence Branch Trust Fund	December programming and supplies
\$750.00	Friends of the Mayfield Branch	Mayfield Branch Trust Fund	from Philanthropia Event
\$216.32	Friends of the North Royalton Branch	North Royalton Branch Trust Fund	December programming and supplies
\$35.49	Friends of the Parma Heights Branch	Parma Heights Branch Trust Fund	December programming and supplies
\$317.00	Friends of the Solon Branch	Solon Branch Trust Fund	December programming and supplies
\$2,015.20	Friends of the Strongsville Branch	Strongsville Branch Trust Fund	July-December programming and supplies
\$350.00	Gravitas Ventures	CCPL	Library event
\$5,930.00	Joseph D. Greenberg	Gates Mills Branch Trust Fund	For Gates Mills Branch children's area
\$5,000.00	The Hankins Foundation	CCPL	Summer Camps
\$54,000.00	Anne C. Juster Innovation and Transformational Fund	CCPL	Aspire; Baby & Me Initiative; Culinary Literacy programs
\$100.00	Susan Knope	CCPL	In appreciation for services
\$2,000.00	William J. Leonard	CCPL	Capital pledge payment
\$45,000.00	MyCom	CCPL	Lead agency for MHR and WVH 2018-2019 grant year
\$10,000.00	Patricia A. Shlonsky	CCPL	Culinary Literacy programs
\$1,000.00	Mary Slaman	Bay Village Branch Trust Fund	For Bay Village Branch children's area

Cuyahoga County Public Library

Resolution To Amend Official Certificate of Estimated Resources and Amend Appropriations

Whereas, the current Certificate of Estimated Resources and Appropriations need to be amended for the year ending December 31, 2018.

Now therefore be it resolved, by the Board of Trustees of Cuyahoga County Public Library amend the Official Certificate of Estimated Resources and Amend the Appropriations as follows:

Official Certificate of Estimated Resources

Special Revenue Fund:

242 – MyCom Neighborhood	\$	288.92
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Approved 22 January 2019

Patricia A. Shlonsky
President

Elizabeth M. Hjar
Secretary

Cuyahoga County Public Library

Resolution 2019 - _____

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH HBM ARCHITECTS FOR DESIGN SERVICES IN CONNECTION WITH THE NEW CONSTRUCTION OF THE BAY VILLAGE BRANCH LIBRARY LOCATED IN THE CITY OF BAY VILLAGE

- Whereas,** the Cuyahoga County Public Library (the "Library") is a county library district and political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board of Library Trustees (this "Board") is body politic and corporate organized and acting under relevant provisions of the Ohio Revised Code, including sections 3375.22 and 3375.40 of the Ohio Revised Code; and
- Whereas,** this Board previously authorized the Executive Director, or designee, to negotiate an agreement for Design Services for the new construction of Library facilities located in the City of Bay Village and designated as the Bay Village Branch (the "Project"), based on responses to a Request for Professional Qualifications previously issued; and
- Whereas,** the Executive Director, or designee, did negotiate with the ranked responders to the Request for Professional Qualifications in accordance with Chapter 153 of the Ohio Revised Code and proposed the contract with HBM Architects, LLC (the "Design Firm") in the form attached hereto as Exhibit "A" (the "Agreement") for design services for the Project;
- Whereas,** this Board has determined that it is in the interest of the Library to proceed with the execution of the Agreement with the Design Firm for design services for the Project.

Now therefore be it resolved by the Cuyahoga County Public Library:

Section 1. The President of the Board of Trustees concurs with the result of negotiations by the Executive Director, or designee, for the Agreement with the Design Firm for the Project in the amount of \$590,000.00 plus \$22,000.00 for reimbursables.

Section 2. That the Board of Trustees hereby authorizes the Executive Director to execute and deliver on behalf of the Library the Agreement to the Design Firm in substantially the form as attached hereto and in an amount not to exceed \$612,000.00

Section 3. It is found and determined that all formal actions of this Board concerning and relating to this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved January 22, 2019

Patricia A. Shlonsky, President

Elizabeth M. Hjar, Secretary

EXHIBIT "A"

(The Contract)

AIA® Document B133™ – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 31st day of December in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cuyahoga County Public Library
2111 Snow Road
Parma, OH 44134

and the Architect:
(Name, legal status, address and other information)

HBM Architects, LLC
1382 West Ninth Street, Suite 300
Cleveland, OH 44113

for the following Project:
(Name, location and detailed description)

Cuyahoga County Public Library – New Bay Village Branch Library

The Construction Manager (if known):
(Name, legal status, address and other information)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201™–2007, General Conditions of the Contract for Construction; A133™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134™–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed)

New branch library of approximately 16-18,000 sf. HBM will work with the Library to advance the building program and building standard documents.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit 'A'

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

See Exhibit 'A'

.2 Commencement of construction:

See Exhibit 'A'

.3 Substantial Completion date or milestone dates:

See Exhibit 'A'

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

- ☒ AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The Design team will produce one set of bid documents for the CMs use in bidding the work.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner's sustainable objective, if any, or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

Jeffery Mori
Director of Facilities
Cuyahoga County Public Library
2111 Snow Road / Parma, Ohio 44134
216-749-9434

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

None

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

- .3 Land Surveyor:

- .4 Geotechnical Engineer:

(Paragraphs deleted)

- .5 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Peter J. Bolek
 1382 West 9th Street Suite 300
 Cleveland, Ohio 44113
 216-241-1100

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Thorson Baker and Associates
 3030 Streetsboro Road
 Richfield, Ohio 44286

- .2 Mechanical Engineer:

Thorson Baker and Associates
3030 Streetsboro Road
Richfield, Ohio 44286

.3 Electrical Engineer:

Thorson Baker and Associates
3030 Streetsboro Road
Richfield, Ohio 44286

.4 Civil Engineer:

Karpinski Engineering
3135 Euclid Ave
Cleveland, Ohio 44115

§ 1.1.12.2 Consultants retained under Additional Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with a combined single policy limits of One Million Dollars (\$ 1,000,000) for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.6 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program,

schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for

Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

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Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Not provided	
<i>(Row deleted)</i>		
§ 4.1.3 Multiple preliminary designs	Not provided	
§ 4.1.4 Measured drawings	Not provided	
§ 4.1.5 Existing facilities surveys	Not provided	

§ 4.1.6	Site Evaluation and Planning (B203™-2007)	Not provided	
§ 4.1.7	Building Information Modeling (E203™-2013)	Not provided	
<i>(Rows deleted)</i>			
§ 4.1.9	Landscape design	Architect	Exhibit 'A'
§ 4.1.10	Architectural Interior Design (B252™-2007)	Architect	Exhibit 'A'
§ 4.1.11	Value Analysis (B204™-2007)	Not provided	
<i>(Row deleted)</i>			
§ 4.1.13	On-site project representation (B207™-2008)	Not provided	
§ 4.1.14	Conformed construction documents	Not provided	
§ 4.1.15	As-Designed Record drawings	Not provided	
§ 4.1.16	As-Constructed Record drawings	Not provided	
§ 4.1.17	Post occupancy evaluation	Not provided	
§ 4.1.18	Facility Support Services (B210™-2007)	Not provided	
§ 4.1.19	Tenant-related services	Not provided	
§ 4.1.20	Coordination of Owner's consultants	Not provided	
§ 4.1.21	Telecommunications/data design	Architect	Exhibit 'A'
§ 4.1.22	Security Evaluation and Planning (B206™-2007)	Not provided	
§ 4.1.23	Commissioning (B211™-2007)	Not provided	
§ 4.1.24	Extensive sustainable design services	Not provided	
§ 4.1.25	LEED® Certification (B214™-2012)	Architect	Exhibit 'A'
§ 4.1.26	Historic Preservation (B205™-2007)	Not provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	Exhibit 'A'

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Exhibit 'A'

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;

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- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty-Four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

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any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the

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termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit 'A'

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit 'A'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Basis

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)

As defined in Exhibit 'A'

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit 'A'

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

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- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

The cost of the additional premium.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Payment of cost of services performed to date.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 ½ % one and one half percent

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 Risk Allocation – Neither the Architect, the Architect's consultants, nor the agents or employees shall be jointly or individually liable to the Owner in an amount in excess of the currently maintained and available professional liability insurance coverage carried by the Architect. The Architect's current professional liability insurance policy limits are \$2,000,000 each claim and \$2,000,000 aggregate.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

- .3 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit 'A' Proposal // Scope of Services

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


ARCHITECT (Signature)

Peter J. Bolek, AIA, President
(Printed name and title)

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December 31, 2018

CCPL Bay Village – PROPOSAL / SCOPE OF SERVICES

Project Description:

1. Design of a new single story or two story branch library of approximately 16,000 – 18,000 sf
 - a. Library must provide Confirmation of budget and choice of the single story or a the two story option prior to A/E team proceeding into the design development phase.
2. Develop the overall site to accommodate parking, flow, and all types of access needed to service the facilities on the site. HBM's basic services includes building design and immediate site development defined within the limits of construction for the library. It is agreed that civil and landscape design/engineering including storm water management for existing parking and site areas beyond the library's limits is not included.
3. Study potential approaches for LEED Certification.

Project Budget:

New Branch:

Budget for Construction, inclusive of Interiors (Cabinetry, Shelving and Furniture):

\$6,000,000 - \$7,000,000

(Does not include A/E fees, CM fees, technology equipment & other soft costs)

Scope of Services:

Architectural / Engineering Basic Services:

- Programming (limited)
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical, Electrical Engineering
- Plumbing Engineering
- Fire Protection (performance based specification for delegated design)
- Schematic Design
- Design Development
- Construction Documents
- Bidding Phase services
- Construction Administration

Architectural / Engineering Additional Services:

- | | |
|--|-------------------------------|
| ▪ Interior Design, Cabinetry, Shelving, and Furniture design and specification | Included in basic service fee |
| ▪ Interior Design, Cabinetry, Shelving, and Furniture design and specification | Included in basic service fee |
| ▪ Technology – Meeting room A/V design and data cabling and terminations | Included in basic service fee |
| ▪ LEED Management Services (LEED certification goal) | Included in basic service fee |

Project Timeline:

- The following is based on a December 1, 2018 start date and follows project milestones defined in the RFQ for the planned substantial completion of construction by Fall 2020.
- Architectural / Engineering Services

Programming	1 month
Schematic Design	2 months
Design Development	3 months
Construction Documents	3 months
Plan Review & Bidding	1.5 month
- Construction Phase 12 months

Compensation:

This agreement defines a not to exceed fee as follows:

1. A/E fee is based on 8.5% of Total Budget for Construction of \$6,000,000. If the Total Budget for Construction exceeds \$6,000,000 then the fee would be increased by that amount x 8%.

Basic Services billed per phase as follows:

Programming & Schematic Design Phase	17%	of fee
Design Development Phase	25%	of fee
Construction Document Phase	35%	of fee
Bidding	3%	of fee
Construction Administration	20%	of fee

Notes:

2. We will invoice on a monthly basis and will develop a monthly fee schedule for your review and approval that ties to the overall project schedule.

Services not Included:

The following items are not included in our basic or additional scope of services:

1. Site/Civil design beyond the limits of the library site. Design work beyond the limits can be provided as an additional service.
2. Site survey indicating topography, easements, underground utilities (natural gas, water, storm, sanitary, electrical, telecommunications) shall be completed and available from the Library.
3. Geotechnical inspections and report
4. Commissioning which will be performed by an independent company, hired directly by the owner.
5. Environmental and hazardous materials testing and reporting & specifications for abatement or proper handling of material identified in the report.
6. Traffic Analysis
7. Coordination and approvals with State Department of Transportation related to any modifications to road work beyond property line (curb cuts and on site development of drive and parking area if applicable will be part of basic service)
8. Structural special inspections mandated by the building code. These inspections are separate from normal construction phase site observations and are to be provided by the Owner.
9. Laboratory materials testing / inspections (during construction)
10. Interior / exterior way finding signage design services (code related interior building signage will be included as basic services)

Additional Services after execution of contract:

Compensation for any Additional Services shall be a stipulated sum based on a scope and fee agreed to prior to commencement of services. The fee will be based on current hourly rates.

Regular Hourly Rates:

HB+M	
Principal	205.00 / hr
Associate	195.00 / hr
Project Manager	175.00 / hr
Project Architect	165.00 / hr
Interior Designer	150.00 / hr
Staff Architect	120.00 / hr
Interns	95.00 / hr
Cadd Technician	85.00 / hr
Admin. Assist.	65.00 / hr
Consultants @ cost x 1.15	

Hourly rates are reviewed and subject to change each January 1st.

Reimbursable Expenses:

Reimbursable expenses will be in addition to compensation for Basic Services and Additional Services, and will be invoiced at cost plus an administrative fee of 15%. The following items will be considered Reimbursable Expenses:

1. Fees paid for securing approvals of authorities having jurisdiction, if required. It is our understanding that the owner will endeavor to pay these fees directly.
2. Plotting and printing presentation and meeting materials if needed. It is our understanding that the owner will establish an account with a local printing company to have all plotting and printing done and billed directly to the owner.
3. Special delivery service costs including courier service and overnight delivery when normal methods are not practical.
4. Expenses associated with travel outside the northeast Ohio area.
5. USGBC fees for LEED Certification, including:
 - USGBC Registration Fee
 - USGBC Certification Fee
 - USGBC Credit Interpretation Fees and Appeal Fees

Cuyahoga County Public Library Credit Card Policy

Revision approved January 22, 2019

1. This policy applies to all (i) payment cards, checks or other payment instruments associated with a credit account issued by a financial institution or a retailer, and (ii) payment cards related to the receipt of grant funds. All such cards and instruments are referred to herein as “credit cards”.
2. This policy does not apply to procurement cards (P-cards), or to gas cards or other payment cards that are capable of use only for the purchase of certain limited types of goods.
3. The Library will not obtain or maintain any debit cards.
4. The Fiscal Officer will work with the appropriate financial institutions that issue credit cards to determine the best type of credit card accounts for the Library and determine which store credit card accounts the Library will utilize.
 - a. The Fiscal Officer is responsible for working with the issuing financial institution to determine the dates when credit cards expire and the re-issuance of replacement cards.
 - b. The Fiscal Officer is responsible for determining, when necessary, the need to cancel a credit card account and any adjustment to credit limits on the credit cards.
 - c. The Fiscal Officer is responsible for notifying the issuing financial institution of a lost or stolen card.
5. In the absence of the Fiscal Officer, the Deputy Fiscal Officer will assume the responsibilities of the Fiscal Officer.
6. Credit cards will be established in the name of the Cuyahoga County Public Library and the specific name of an individual with a maximum credit limit for each set by the Library, except for the Division of Technical Services, Acquisitions Department, the Branch Services Division and the Division of Literacy and Learning.
 - a. Regarding credit cards for the Technical Services Division, Acquisitions Department, credit cards will be kept in the Safe Room adjacent to the Fiscal Officer’s office and Deputy Fiscal Officer and may be signed out to the Director of Technical Services or the Acquisition’s Manager from time to time as necessary. Expenditures will be limited to items that affect the Material Collections used by the Public. The credit card will be promptly returned to the Fiscal Officer/Deputy Fiscal Officer once the purchases for which it was checked out have been made.
 - b. Regarding credit cards for the Branch Services Division and the Division of Literacy and Learning, a credit card for Giant Eagle will be kept in the Safe Room adjacent to the Fiscal Officer’s office and Deputy Fiscal Officer and may be signed out to employees belonging to Branch Services or Literacy and Learning from time to time as necessary. Expenditures will

be limited to items used for programing activities at the Branches and for programing by the Division of Literacy and Learning. The credit card will be promptly returned to the Fiscal Officer/Deputy Fiscal Officer once the purchases for which it was checked out have been made.

7. Credit cards may be issued to:

- a. Executive Director with a credit limit up to \$10,000
- b. Deputy Director with a credit limit up to \$9,000
- c. Fiscal Officer with a credit limit up to \$8,500
- d. Deputy Fiscal Officer with a credit limit up to \$7,000
- e. Director of Literacy & Learning with a credit limit up to \$5,000
- f. Director of Facilities with a credit limit up to \$8,000
- g. Director of Communications & External Relations (CER) with a credit Limit up to \$8,000
- h. Assistant Director of Marketing with a credit limit up to \$7,000
- i. Director of Information Technologies with a credit limit up to \$8,000
- j. Director of Human Resources with a credit limit up to \$8,000
- k. Purchasing Agent with a credit limit up to \$20,000
- l. Executive Division Manager with a credit limit up to \$3,000
- m. CER Supervisor with a credit limit up to \$4,000
- n. Assistant Director of Adult Education with a credit limit up to \$5,000
- o. Talent Manager with a credit limit up to \$4,000
- p. LLD Assist – Adult Programing with a credit limit up to \$3,000
- q. Adult Programing Manager with a credit limit up to \$4,000
- r. Administrative Manager with a credit limit up to \$4,000
- s. LLD Specialist-Writing with a credit limit up to \$3,000
- t. LLD Clerk – Youth Programing with a credit limit up to \$3,000
- u. Development Director with a credit limit up to \$8,000
- v. Assistant Development Director with a credit limit up to \$7,000
- w. ITD Electronic Equipment Tech with a credit limit up to \$7,500
- x. Maintenance Technician with a credit limit up to \$7,500
- y. Project Superintendent with a credit limit up to \$7,500
- z. HVAC Maintenance Assistant with a credit limit up to \$7,500
- aa. OPD Supervisor – Maintenance with a credit limit up to \$7,500
- bb. Special Projects & Maintenance Mgr with a credit limit up to \$7,500
- cc. Maintenance Technician - HVAC with a credit limit up to \$7,500
- dd. OPD Supervisor – HVAC with a credit limit up to \$7,500
- ee. Mechanic with a credit limit up to \$7,500

A credit card may not be used by anyone other than the individual to whom it is issued.

8. Prior to initial receipt of a credit card, each individual must agree to and sign the Credit Card Responsibility and Use Procedures.

9. The Board authorizes the use of Library credit cards for use in connection with Board-approved or Library-related activities and for only those types of expenses that are for the benefit of the Library that serve a valid and proper public purpose shall be paid for by credit card. Credit cards will be used primarily for travel expenses to conferences and/or workshops and pre-payment of materials when required by a vendor. In any event, credit cards may be used only for expenditures that are within the applicable budget and departmental guidelines.

10. For each purchase made using a credit card, an itemized receipt indicating the amount paid, the vendor, and the goods/services purchased must be submitted to the Compliance Officer promptly following the purchase.

11. Use of a credit card for personal expenditures, for expenditures in excess of the applicable credit limit, or otherwise in violation of this policy constitutes a misuse of the credit card. Any Library personnel engaging in misuse of a credit card will be responsible to reimburse the Library for any unauthorized expenditures and may be subject to disciplinary action up to and including termination of employment.

12. The Library Board of Trustees will appoint a Compliance Officer to review all credit card accounts every six months, including: the number of accounts and issued/active cards, account expiration dates and credit limits. The Fiscal Officer may not also serve as the Compliance Officer.

13. The Compliance Officer may use a credit card only with the prior authorization of the Fiscal Officer, except that the Library Director serving in the role as Compliance Officer may use a credit card as otherwise authorized in this policy.

14. The Compliance Officer may not authorize Library personnel to use a credit card, except that the Library Director serving in the role as Compliance Officer may authorize such use in accordance with this policy.

15. If a credit card is lost or stolen, or if Library personnel become aware of unauthorized or fraudulent use of any of the Library's credit card accounts, the same must be reported immediately to the Fiscal Officer and Compliance Officer.

16. All monthly credit card statements and other correspondence associated with the credit card accounts will be sent to the Cuyahoga County Public Library. Payment of the monthly statements must be made in a timely fashion so that finance charges and late payment fees are not incurred.

17. If the Compliance Officer is authorized to use a credit card, on a monthly basis, the Fiscal Officer (or the Deputy Fiscal Officer,) will review the credit card statements and will sign an attestation to such review.

18. On an annual basis, the Fiscal Officer (or the Deputy Fiscal Officer) will submit a report to the Library Board of Trustees regarding all credit card rewards received by the Library.

Credit Card Responsibility and Use Procedures

A credit card account has been established to meet the needs of your department for incidental purchases. Upon receipt of proper documentation and itemized receipt, credit card expenditures will be paid through the Fiscal Officer's office.

*****A credit card does not replace requisitions and purchase orders.**

Conditions of Use. Expenses may be incurred with the credit card only if all of the following conditions are met:

1. Expenditures must be within the guidelines of the particular activity of your department and budget. The expenditure may only be made after the approval of any required requisition and purchase order. The credit card is not to be used for any personal expenses.

2. Expenditures to be paid must be less than your credit limit of \$ _____. There are no exceptions.

3. Proper documentation to support the expenditure must be sent to the Compliance Officer prior to receipt of the monthly statement.

a. Proper documentation is to include:

i. Itemized paid receipt indicating the amount paid, the vendor, and an itemized description of the purchase.

ii. In the case of books, subscriptions or similar types of orders, a copy of the order form or document, and the packing slip or other receiving document.

iii. A hardcopy print-out for any items ordered online.

b. Examples of documentation not allowed:

i. Non-itemized cash register receipts.

ii. Handwritten requests for reimbursement without receipts or other verification.

4. The Library is exempt from sales tax, and all reasonable efforts should be made to ensure that sales tax is not charged by vendors in connection with purchases made via credit card. A tax exemption certificate is available in the Fiscal Officer's office. In some cases, if you merely mention to the vendor that the purchase is tax exempt, no sales tax will be charged.

Safekeeping. You are responsible for the safekeeping of the credit card. You shall not permit anyone else to use the credit card or disclose to anyone (other than the vendor/merchant in connection with a purchase) the card account number, CVV, or other pertinent account information.

Unauthorized Use. If you become aware of any unauthorized or fraudulent use of the credit card, or if the credit card is lost or stolen, you must immediately report same to the Fiscal Officer and Compliance Officer.

No Right to Credit Card. The credit card is issued to you on a temporary basis and remains the sole property of the financial institution from which it was issued. The right to use the credit card may be revoked at any time without notice by the issuing financial institution or by the Library's Fiscal Officer or Director. You must immediately return the credit card to the Library upon termination of your employment with the Library or in the event of a change in your position/title.

Personal Responsibility. You are personally responsible for any unauthorized credit card expenditures and expenditures made in violation of applicable Library policy.
Policy. In addition to the terms set out herein, use of the credit card is subject to the Library's Credit Card Policy.

I have read and fully understand and accept my personal responsibilities and liabilities in regard to the credit card issued to me, including the terms set out in the Library's Credit Card Policy. I further acknowledge that any misuse of the credit card may result in disciplinary action up to and including termination of employment.

Cardholder Signature: _____ Date: _____

Witness: _____ Date: _____

**CUYAHOGA COUNTY PUBLIC LIBRARY
RESOLUTION
SEEKING PERMISSION TO CLOSE THE
INDEPENDENCE BRANCH TO ACCOMMODATE
A SPECIAL CITY EVENT ON JULY 3, 2019**

WHEREAS, the City of Independence, Ohio is planning a fireworks event on the evening of Wednesday, July 3, 2019

WHEREAS, as a result of this special event and for safety reasons, the Administration is requesting Board approval for an early closing of the Independence Branch on Wednesday, July 3, 2019.

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees hereby authorizes the Independence Branch to close at 5:30 p.m. on Wednesday, July 3, 2019 for the reasons outlined above.

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved 22 January 2019

X_____

**Patricia A. Shlonsky
President**

X_____

**Elizabeth M. Hjar
Secretary**